

INVITATION TO BID

1. a. Sealed proposals will be received by City of Lexington in the Edward C. Smith Civic Center, located at 217 South Main Street, Lexington, North Carolina, 27292 up to **3:00 PM on Monday, November 16th, 2020** and immediately thereafter publicly opened and read for the furnishing of labor, materials and equipment entering into the renovation of the Edward C. Smith Civic Center, Lexington, North Carolina, including all required work described on the plans and specifications for Work.

Bidder's planning to mail or deliver their bid early, shall have that bid proposal delivered to Chief Mark Sink at the Lexington Police Department, 106 N. Main Street, Lexington NC 27292 arriving at least 30 minutes prior to the above bid time.

- b. The Project consists of the renovation of a 17'-6" wide by 76'-6" deep retail space beside the Civic Center for new Men's' and Women's' 7 flush fixture Theatre restrooms and a storefront retail café/bar lounge space. The demolition/renovation area of new restroom/café work is approximately 1,236 s.f. The existing Theatre Lobby Foyer and two smaller restrooms within the existing theatre space (1922 s.f.) are also being updated with all new surface finishes and ADA improvements. See the drawings for the extent of the work.

The existing retail space has been partially gutted but will require additional demolition. Masonry opening cuts and lintels are required through the existing thick theatre wall for access into the new areas. All water, sewer, power and HVAC (boiler and air handlers) systems will be demolished and replaced with new. The existing concrete slab beneath the renovation area is being removed and replaced with 4" of reinforced concrete with a 4" gravel base to allow for new subgrade plumbing piping and identifying any uncovered piping that must remain in place to serve the upper floor.

Normal supporting Plumbing, Mechanical and Electrical construction work is in the renovation. A new water and sewer service and electrical power from a Main Electrical Panel are being brought to the new project from a back alley behind the existing theatre. Those services will be brought in to the renovated area through a crawl space and basement under the theatre. These conditions must be seen by the contractors to be understood.

The Exterior of the Retail Space facing Main Street is being renovated in a separate contract with the City that is still ongoing. A new building roof replacement was completed in 2018. Waterproofing and sealing of new roof penetrations for Mechanical or Electrical Piping is required. Excavation into the paved alley behind the theatre is required to tie into the existing City water and sewer system.

General Construction work includes major subcontractors:

- Site Civil Utility work (Plumbing subcontract)
- Demolition work
- Plumbing work.
- HVAC work.
- Electrical work.

A Deduct Alternate includes removing the cabinetry and flooring work from the Bar, Retail, and closet areas, per requirements of Division 1, is listed in Section 01030.
An Add Alternate includes providing Terrazzo flooring in lieu of LVT "Terrazzo Tiles in Theatre Foyer 2, Rm 107 is listed in Section 01030.

- c. Proposals shall be received for a **Single Prime** contract for General Construction, including Site, Demolition, Plumbing, Mechanical, and Electrical work.

2. a. Monday, October 26th, 2020, complete plans, specifications, and contract documents will be available for inspection on our website at www.rbsarch.com or in the following offices:
RAMSAY BURGIN SMITH ARCHITECTS, INC. - 225 N. Main Street, Suite 501, Salisbury, NC
And on the **RBSA web site www.rbsarch.com**
- b. Procedure for Obtaining Bidding Documents (General Contractors): Contact the Architect, Ramsay Burgin Smith Architects, Inc, 225 North Main Street, Suite 501, Salisbury, NC 28144. Phone: 704-633-3121 to **register for Bidding** and to receive any addenda that follows. Plans and Specifications may be viewed (and down-loaded) without charge on the architect's website www.rbsarch.com by clicking "**Bidding Projects**".
General Contractors are responsible for downloading and printing of all Bidding Documents.
Contractors shall access bid documents from RBSA Website and print them directly or use the printer of their choice.
All printing costs shall be paid for by the General Contractor.
- c. Subcontractors and material suppliers may purchase single sheets of plans as they so choose. Subcontractors and material suppliers are invited to visit RBSA Website (www.rbsarch.com) to ascertain the quantity and specific sheets desired. The Architect will assume no responsibility in the selection of required drawings or specification sheets.
3. **A Pre-Bid Conference** will be held **at the Civic Center** on **Monday November 2nd, 2020** **beginning at 3:00 pm** to allow contractors the opportunity to ask questions and/or clarify pertinent issues. **Attendance is not mandatory but strongly recommended** for project clarity of existing conditions – including PME subcontractors.
4. All Contractors and Subcontractors must have all required construction licenses under North Carolina State laws governing their respective trades.
5. Each proposal must be accompanied by a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal. In lieu thereof, a bidder may offer a bid bond of 5% of the bid, executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the Obligee upon said bond, if the bidder fails to execute the contract in accordance with the bid bond. Upon failure to forthwith make payment, the surety will pay to the Obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award, or to give satisfactory surety as required by law. (General Statutes of North Carolina, C0143, Article 85 - 129).
6. **Bonds:** Separate Performance and Payment Bond will be required each for one hundred percent (100%) of the contract price.
7. Payments will be made at ninety five percent (95%) of approved monthly applications until a maximum of two and one half percent (2.5%) retainage is reached per N.C.G.S. 143-134.1 (b1)-through (e). Final Certificates and payment will be issued upon acceptance of the work as complete.
8. No bid may be withdrawn after time set for receiving bids for a period of **Sixty (60) days**.
9. **Low bidders** shall be required to submit to the Architect a *Contractor's Qualification Statement (AIA Document A305)* prior to award of bid. This information shall be considered privileged and confidential. Owner reserves the right to award or not to award contracts based on qualifications.

10. The City of Lexington maintains the goal of ten percent (10%) minority participation in all contracts. All bidders are expected to make and document a good faith effort to achieve this goal. **All the MBE documents are at the front of this project manual.**

In addition: See requirements for Iran Divestment Act Certification and E-Verify Affidavit.

11. The Owner reserves the right to waive irregularities and to reject any or all proposals.

RAMSAY BURGIN SMITH ARCHITECTS, INC.
225 North Main Street, Suite 501
Salisbury, North Carolina 28144

for

Mr. Britt Smith, Purchasing Officer
City of Lexington
28 East Center Street
Lexington, NC 27292

October 2020

INSTRUCTIONS TO BIDDERS

SECTION 1. SITE CONDITIONS:

Bidders shall inform themselves fully of site conditions relating to construction and labor as well as other pertinent conditions before submitting a proposal.

SECTION 2. EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

Should a bidder find discrepancies in or omissions from the plans, specifications, and/or contract documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send written instructions to all bidders. Neither Owner nor Architect will be responsible for any oral instructions.

Bidders must verify that they have received all drawings and specification by comparing their drawing sheets and specification sections with the projects drawing index and specification index. Neither Owner or Architect will be responsible for any claim of missing drawings of specifications listed on the indexes.

Every request for such interpretation or clarification shall be in writing addressed to the Architect, RAMSAY BURGIN SMITH ARCHITECTS, INC., 225 North Main Street, Suite 501, Salisbury, North Carolina 28144. **To be given consideration, the request must be received at least five (5) days prior to the bid date of the project. The interpretation and/or supplementary information will be mailed (AND/OR Emailed) to all prospective bidders generally not later than three (3) days prior to the date fixed for the receipt of bids.**

Bulletins or Addendum issued and received during the bidding period become a part of the contract documents and must be acknowledged on the Form of Proposal by all bidders. Addendum will posted on the architect's website www.rbsarch.com.

SECTION 3. PROPOSALS:

Each bid must be submitted on the prescribed form. All blank spaces must be filled in with ink or typewritten in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, listing their address and license number, and stating that the proposal is for General Construction, including Plumbing, Mechanical, and Electrical work. Address proposals to the Owner, in care of the Architect, at the place set for opening of bids. If forwarded by mail (mailed to the Owner at the bid site address), the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and must be received prior to the closing time for bids. Proposals not received by the Architect prior to the closing of bids, no matter what the post mark date, shall be rejected.

SECTION 4. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

The Form of Proposal on which all bids must be submitted is inserted herewith. Duplicate copies may be made by the Contractor for recording his bid and for his records. The current AIA contract form will be used for Owner-Contractor agreement. Invoices will be presented on appropriate AIA Form G702. See Article 24 of General Conditions.

Signatures: Each Contractor shall execute all copies of the Form of Proposal, Bid Bond, Contract and Performance Bond.

If the contract documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

If the contract documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.

If the contract documents are executed on the part of a corporation, they shall be executed by either the President or the Vice President and attested by the Secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each copy of the contract documents.

Signatures shall be properly witnessed.

Performance Bond:

Where the Performance Bond is executed by an Attorney-in-fact, there shall be attached to each copy of the Performance Bond a certified copy of Power of Attorney properly executed and dated.

Each copy of the Performance Bond shall be counter-signed by an authorized individual agent of the Bonding Company licensed to do business in North Carolina (see Section 58-44 General Statutes of North Carolina). The title "Licensed Resident Agent" shall appear after the signature.

The seal of the Bonding Company shall be impressed on each copy of the Performance Bond. The Contractor's signature(s) on the Performance Bond shall correspond with that on the Contract.

Form of Proposal:

Single Prime proposals will be received for general construction, including, plumbing, mechanical, and electrical work. See proposal form bound herein.

Owner reserves the right to waive irregularities and to reject any or all proposals.

Bids must be based on these specifications, addendum, bulletins and working drawings (as listed in Division 1), dated October 2020 for the Civic Center Renovations, Lexington NC.

The City of Lexington, in compliance with the NC Senate Bill 914, has a goal of soliciting 10% participation in the project from Minority Business Enterprises (MBE). **See bidding requirements attached in the front of this project manual.**

Low Bidder's shall be required to submit a completed "Contractor's Qualification Statement" AIA Form A305 prior to award of contract.

Approval of Documents:

Upon completion of the execution of the contract documents, the documents, together with insurance certificates and other pertinent appendages, shall be returned to the Architect for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Architect for distribution.

SECTION 5. CONSTRUCTION ADMINISTRATION;

Though this job will be regularly and carefully administered by the Architect, or his representative, and though every reasonable effort will be made to protect the best interest of the Owner, and to assist the Contractor in the interpretation of the contract documents, this project does not include the services of a full-time clerk of the works. The desirability, frequency and timing of the Architect's visits to the site will be decided by the Architect.

END OF INSTRUCTIONS TO BIDDERS

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FORM OF PROPOSAL
CIVIC CENTER RENOVATIONS
Lexington, NC

Contractor Name: _____

Submitted herewith is my/our proposal for the **EDWARD C. SMITH CIVIC CENTER Renovation Construction Project.**

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with **the City of Lexington** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

Single Prime Contract:

BASE BID: _____ **DOLLARS (\$ _____)**
(including allowances specified in Section 01020)

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

- Plumbing: _____
- HVAC: _____
- Electrical: _____
- Tile: _____
- Drywall: _____
- Painting: _____
- Floorcovering: _____
- Cabinetry: _____
- Acoustical ceiling: _____

SECTION 2. ALTERNATES:

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" or "deduct from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.

ALTERNATE #1 - (GENERAL WORK)

This alternate includes stating the cost to delete Furnishing and Installing of the Cabinetry in Bar 105 and Closet 103. and delete the LVT Plank flooring in Retail Space 105, Bar 104 and Closet 103.

(DEDUCT) _____ DOLLARS (\$ _____)

ALTERNATE #2 - (GENERAL WORK)

This alternate includes stating the amount to provide Epoxy Terrazzo flooring in Theatre Foyer 2 Room 107 and Salon 101 and Toilet Alcoves in lieu of 24" square Terrazzo LVT tiles. This amount is determined to be the **difference** in the cost between installing LVT tiles and Prep vs. Epoxy Terrazzo flooring and Prep in the above spaces.

(ADD) _____ DOLLARS (\$ _____)

ALTERNATE #3 - (MECHANICAL WORK)

This alternate includes stating the difference in the cost to provide TRANE Mechanical units and controls over the any other specified equipment listed in the Mechanical equipment schedule.

(ADD/DEDUCT) _____ DOLLARS (\$ _____)

SECTION 3. UNIT PRICES:

Unit prices are for complete work and no profit or overhead shall be added or deducted when applying unit prices. No work described on the drawings or specifications is to be bid as a unit price. Unit price costs will be used only for additional work the owner may want to include in the work by change order.

UNIT PRICE #1: Undercut including compacted Refill, per cubic yard: **FROM "OFF SITE BORROW"**

This unit price must also include cost of legally disposing of undercut soil off-site and hauling structural quality soil to the site. Testing costs to determine if fill soil is structural quality shall be part of unit cost or otherwise part of general contractor's base bid.

_____ DOLLARS(\$ _____ /Cu.yd.)

NOTE: Unit Price costs indicated above will be used to determine the exact Allowance dollar amount figure used by the contractor in their Base Bid. See Division 1 – Allowances Section 01020 for quantities required to be included in Base Bid.

Testing services for monitoring undercut and compacted refill work on site shall be paid for by the Owner's Testing Allowance .

UNIT PRICE #2: Undercut including compacted ABC Stone Refill in lieu of compacted structural soil fill

This unit price must also include cost of legally disposing of undercut soil off-site and hauling ABC stone to the site.

_____ DOLLARS(\$ _____ /Cu.yd.)

NOTE: Testing services for monitoring soft soil removal, undercut and compacted refill work on site shall be paid for by the Owner's Testing Allowance .

UNIT PRICE #3: Sister -Up Existing Wood Joists : - GENERAL WORK -

This price includes cost of provide and install one 2 x 12 x 12 foot long No. 2 Structural wood joists sistered to the existing joist (with staggered 8d nailing/2-1/2 woodscrews at 2'-0")

_____ DOLLARS(\$ _____ /12 foot board.)

NOTE: Unit Price costs indicated above will be used to determine the exact Allowance dollar amount figure used by the contractor in their Base Bid. See Division 1 – Allowances Section 01020 for quantities required to be included in Base Bid.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 6 Months (120 days)

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

WITNESS

SIGNATURE AND TITLE

FIRM NAME

ADDRESS

ADDRESS

LICENSE NUMBER

DATE

(seal)

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN CITY OF LEXINGTON CONSTRUCTION CONTRACTS

In accordance with G.S. §143-128.2, these Guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods on County construction projects in the amount of \$300,000 or more. The **CITY OF LEXINGTON** has established a verifiable goal of 10% for participation by minority businesses in building construction contracts.

SECTION A: INTENT

It is the intent of these Guidelines that the **CITY OF LEXINGTON**, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things legal, proper and reasonable to achieve the goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by G.S. §143-128.2. Nothing in these Guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female

2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. “Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.” “Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to

diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.”

4. Public Entity - means the Owner and all public subdivisions and local governmental units.
5. Owner - The City of Lexington.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the Owner to perform architectural or engineering work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Owner to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program which allows interested persons or businesses qualifying as a minority business under G.S. §143-128.2 to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in a government construction program, the HUB Office will:

- a. Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- b. Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- c. Inform minority businesses of the contracting and subcontracting process for public

- construction building projects.
- d. Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in government construction projects.
- e. The HUB Office also oversees the minority business program by:
 - (1) Monitoring compliance with the program requirements.
 - (2) Assisting in the implementation of training and technical assistance programs.
 - (3) Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - (4) Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. Owner

The Owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - (1) A description of the work for which the bid is being solicited.
 - (2) The date, time, and location where bids are to be submitted.
 - (3) The name of the individual within the public entity who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.

3. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the Designer will:

- a. Attend the scheduled prebid conference to assist in explaining minority business requirements to the prospective bidders.
- b. Assist the Owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.

- d. Review jointly with the Owner, all requirements of G.S. §143-128.2(c) and G.S. § 143-128-2(f) - (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
- e. During construction phase of the project, review "MBE Documentation for Contract Payment" - (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the Owner.
- f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by the Owner and State officials upon request.

4. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts as required by G.S. §143-128.2(c) and G.S. §143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Owner and State officials upon request.
- g. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all Good Faith Efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and

corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in the General Conditions of the Contract to facilitate payments to the subcontractors.

- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” - (Appendix E), for Designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the Owner of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. If during the construction of a project additional subcontracting opportunities become available, make a Good Faith Effort to solicit subbids from minority businesses.
- l. It is intended that these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on County projects.

5. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in County construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: DISPUTE PROCEDURES

It is the policy of this State that disputes that involve a person’s rights, duties or privileges should be settled through informal procedures. To that end, minority business disputes arising under these Guidelines should be resolved as governed under G.S. §143-128(g).

SECTION E: ADDITIONAL INFORMATION

Listings of certified woman-owned and minority-owned businesses can be found at the following Web site:

NC Vendor Link - www.ips.state.nc.us/ips/vendor/vndpubmain.asp

MINORITY BUSINESS CONSTRUCTION CONTRACT PROVISIONS

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in CITY of LEXINGTON Construction Contracts** are hereby made a part of these contract documents.

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. §143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort and Affidavit D if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the bidder shall become a part of the agreement between the Contractor and the Owner for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Owner that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Owner whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Owner will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public Owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to

increase opportunities for minority business participation on a public construction or repair project when possible.

- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

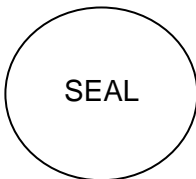
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

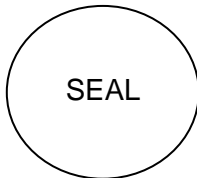
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

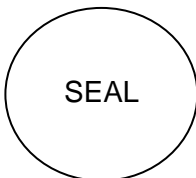
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

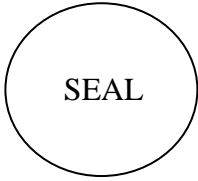
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on the project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This _____ day of _____, 2017.

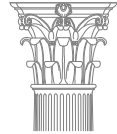
Signature of Affiant
Print or Type Name: _____

Signed and sworn (or affirmed) before me this
_____ day of _____, 20__.

My Commission Expires:

(Notary Public)
Affix Official/Notarial Seal

OFFICE STANDARD RATE SHEET



January 2020

For additional architectural services above basic fees for projects, change orders, expert witnessing, special circumstance problem solving or projects without a clearly-defined scope, we provide services at the following hourly rates:

Principal \$ 200 per hour

The Partner in responsible charge of each project. The Principal has controlling authority to obligate the Firm in all contractual areas of design, production and finance.

Project Architect \$ 160 per hour

The Architect responsible for overall project management. Oversees all design, construction consultations, site evaluations and preliminary studies, the preparation of plans, specifications and contract documents, administration of construction contracts and related services.

Intern Architect \$ 80 per hour

Graduate of an accredited School of Design working in the Intern Development Program towards partial satisfaction of the architectural licensing and certification requirements.

Technical Draftsperson \$ 70 per hour

Design and production personnel qualified in the preparation of plans, specifications and construction documents.

Administration \$ 50 per hour

All clerical, accounting and office management personnel.

Professional Consultants Cost plus 20%

Additional structural, mechanical and electrical engineering or other specialized consultant services.

Travel Time

Travel time is billed at 1/2 the hourly rate if more than 3 hours total travel time is required for any trip.

Reimbursables

Expenses of reproduction	Cost plus 20%
Expenses of postage and handling of drawings, specifications, and other documents	Cost plus 20%
Expenses of renderings, models, and mock-ups	Cost plus 20%
Expense of any additional insurance coverage or limits including professional liability insurance requested by the owner in excess of that normally carried.	At Cost
Living expenses in connection with out-of-town travel.	At Cost
Long distance communications	At Cost
Fees paid for securing approval of authorities having jurisdiction over the Project.	At Cost
Transportation in connection with Project	.575 cents/mile

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, Edition, 2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1; GENERAL PROVISIONS

1.2 Correlations and Intent of the Contract Documents

Add the following Clauses 1.2.1.1 through 1.2.1.3 to Subparagraph 1.2.1:

1.2.1.1 In the event of ambiguity or conflict of statement or directive, the contract documents shall be interpreted in this order:

1. (highest) The General Conditions (edition as issued with the project specifications)
2. The Owner-Contractor Agreement
3. The Supplementary Conditions
4. Written Dimensions on the Drawings
5. Large Scale Details on the Drawings
6. Detailed Specifications
7. Small Scale Details on the Drawings

1.2.1.2 Should the above subparagraph fail to solve the ambiguity or conflict of statement or directive, the Contractor shall have included in the contract price the better quality and/or quantity of work or materials shown or listed.

1.2.1.3 Items shown on smaller plans and details that are not shown on larger plans and details **ARE STILL PART OF THE WORK**. Only information **IN CONFLICT** between small and large details follows the "Larger plans and details rule" that larger plans and details dictate work.

ARTICLE 2; OWNER

Delete Subparagraph 2.2.5 and substitute the following subparagraph 2.2.5 (including Clauses 2.2.5.1 through 2.2.5.5):

2.2.5 The Contractor(s), without cost of copies, will be supplied the following numbers of Contract Documents:

2.2.5.1 All Contract Documents—1 complete set

2.2.5.2 Construction Drawings - 1 complete set for

General Contractor

2.2.5.3 Specifications - 1 complete set for

General Contractor

2.2.5.4 Miscellaneous Supplemental Detail Drawings, Addenda, Etc. used in the bid process - 1 copy each item.

General Contractor

2.2.5.5 In the case of a single Prime Contractor, all copies listed in these Clauses will be made available to the Prime Contractor for distribution. Neither the Architect nor Owner shall be responsible for further distribution or the final numbers, which the Prime Contractor distributes to each subcontractor.

2.4 Owner's Right to Carry out the Work

Add the following Subparagraph 2.4.2 and Clauses 2.4.2.1 through 2.4.2.7 to Paragraph 2.4:

2.4.2 The Owner may declare the Contractor in default for any one or more of the following reasons:

- 2.4.2.1** failure to complete the Work within the Contract Time or any extension thereof;
- 2.4.2.2** failure or refusal to comply with an order of the Architect within a reasonable time;
- 2.4.2.3** failure or refusal to remove rejected materials within 30 days;
- 2.4.2.4** failure or refusal to perform anew any defective or unacceptable Work;
- 2.4.2.5** failure to provide a qualified superintendent, competent workers or subcontractors to carry on the Work in an acceptable manner;
- 2.4.2.6** failure to promptly pay subcontractors and material suppliers in a timely manner; or
- 2.4.2.7** if the Contractor abandons the Project for 15 or more days;

ARTICLE 3; CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor.

Add the following Clauses 3.2.1.1 and 3.2.1.2 and 3.2.1.3 to Subparagraph 3.2.1

3.2.1.1 Should detailed information be lacking, Contractor before proceeding with work and if possible before bidding will refer the matter in writing to the Architect for his decision and/or interpretation. If the Engineer's name appears on drawings in question, the contractor shall refer the matter in writing directly to the Engineer. The Contractor and Engineer shall keep the Architect informed with copies of all communications. Final decisions shall be by the Architect. **Should errors or conflicts occur which are not clarified by the Architect, the Contractor is held to have included in the contract price the better quality and/or quantity of work or materials involved.**

3.2.1.2 Before ordering any materials or doing any work, the contractor shall verify all measurements, grades, levels, and lines at the site and shall be responsible for the correctness of same before starting work. Any differences shall be submitted by written notice to the architect for consideration before continuing the work. No extra changes will be allowed at completion on account of differences between actual dimensions and those indicated on the drawings.

3.2.1.3 The contractor will not be allowed any extra compensation by reason of lack of familiarity concerning site conditions which site inspection might have disclosed had Contractor fully informed himself prior to bidding.

3.2.1.4 If in the Contractor's opinion, any work is indicated in the drawings, or is specified in such a manner as will make it impossible to produce first class work, or discrepancy appear between Drawings and Specifications, Contractor shall refer to Architect for interpretation before proceeding with work. Architect will respond with addenda, bulletin drawings, or construction directives as required.

3.2.1.5 No work shall be installed that obviously will not work, fit or function in the manner intended. Failure to consult with architect/engineer prior to installing such work will not result in the Owner participating in the cost to have the adjusted such that it will work fit or function properly.

Add the following Clause 3.2.2.1 to Subparagraph 3.2.2:

3.2.2.1 The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

3.3 Supervision and Construction Procedures

Add the following Clause 3.3.2.1 to Subparagraph 3.3.2:

3.3.2.1 Successful completion of the project depends upon the integrity, ability, and interest of the several tradesmen in producing a superior job. The Architect expects Contractor, each subcontractor, and/or craftsman to produce quality results in his own field within the scope of the work outlined by the drawings and specifications that cannot practically cover each construction operation and detail routinely employed by a conscientious craftsman in the normal process of executing his work.

3.4 Labor and Material

Add the following Subparagraphs 3.4.4 through 3.4.7 to Paragraph 3.4:

3.4.4 During Architect's site visits, Contractor shall furnish necessary incidental mechanics, labor, tools, etc. to assist Architect in observing progress of the work.

3.4.5 During inspections (Preliminary Final and Final Inspections) Contractor shall furnish necessary mechanics, labor, tools, etc. for thorough inspection of project.

3.4.6 The Contractor shall provide, maintain, and make available to other contractors, subcontractors and craftsmen, while in place for his own use, scaffolding, temporary stairs, ladders, ramps, runways, hoists, chutes, etc., as required for proper execution of work by all trades, and remove same at completion of job.

3.4.7 The Contractor shall be responsible for inspection of portions of work already performed under this contract by the Contractor and/or his subcontractors to determine that such portions are in proper condition to receive subsequent work."

3.5 Warranty

Add the following Subparagraphs 3.5.1.

3.5.1 The warranty period shall be defined as being **one (1) year** after the date of Substantial Completion.

3.6 Taxes

Add the following to Subparagraph 3.6.1 to Paragraph 3.6:

3.6.1 Pursuant to North Carolina General Statutes, Section 105-164.14, the Owner is eligible for sales and use tax refund on all materials that become a permanent part of the construction. Since the Owner will desires to receive and keep all sales tax refunds the contractor must include these same sales tax charges in his bid price. **NO REFUND OF SALES TAX WILL BE FORWARDED TO THE CONTRACTOR!** The Contractor agrees to provide the Owner documentation that meets the requirements of Sales and Use Tax Regulations 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

- (g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a break down

must be attached to the claim for refund showing the amount of each county's local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchase of building materials, supplies, fixtures, and equipment by its Contractor, the claimant must secure from such Contractor certified statements setting forth the cost of the property purchases from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the General contractor and furnished to the claimant (Owner). Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchase of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by G.S. 105-164.14(c). Examples of property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

The Contractor shall submit notarized sales tax certificates that meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner.”

3.9 Superintendent

Add the following Subparagraph 3.9.2 to Paragraph 3.9:

3.9.2 Should the superintendent be changed for the convenience of the Contractor without the Architect's approval, the Contractor agrees to compensate the Architect for the time required to acquaint the new superintendent with previous instructions. Compensation will be in accordance with the OFFICE STANDARD RATE SHEET. A copy of which is attached and incorporated herein by reference.

3.10 Contractor' Construction Schedules

Add the following Clause 3.10.1.1 to Subparagraph 3.10.1:

3.10.1.1 No application for payment will be approved until the Construction Progress Schedule has been received and approved by the Architect.”

3.14 Cutting and Patching

Add the following Subparagraphs 3.14.1 through 3.14.3 to Paragraph 3.14:

3.14.1 The General Contractor shall typically provide openings and lintels for other prime contractors and/or subcontractors' work as building construction progresses. The General Contractor shall coordinate with these contractor's and/or subcontractors their requirements prior to beginning construction. **Should another prime or subcontractor in need of the opening fail to coordinate the required opening with the General Contractor and there is no evidence on the drawing that an opening is required, the prime or subcontractor involved shall bear the financial responsibility for having the General Contractor provide the required opening in previously constructed work.**

3.14.2 The General Contractor shall provide all chases, vertical openings, structural framing around same, etc. of proper size as required by subcontractors whether specifically shown or not. Verify locations with Architect prior to constructing same or routing work toward same.

3.14.3 **Openings required in existing walls, floor and roof structure shall be made by the prime contractor whose work requires the passage, unless the opening is specifically called out as General construction work. Openings shall be reasonably sized, made in a clean cut manner, and be supported with a lintel appropriate for the span.**

ARTICLE 4; ADMINISTRATION OF THE CONTRACT

4.2 Architects Administration or the Contract

Add the following Clauses 4.2.4.1 and 4.2.4.2 to Subparagraph 4.2.4:

4.2.4.1 Should the Contractor perform work directed by the Owner, without the knowledge and approval of the Architect, including but not limited to work relating to artistic effect, code compliance, structures, building plumbing- mechanical- electrical systems performance, and "life safety", **the cost of necessary corrective measures will be borne by the Contractor executing such work.**

4.2.4.2 The Contractor shall copy Architect on all communications directly with the Owner.

4.2.4.3 Failure on the part of the Architect to condemn or detect defective material or workmanship shall not relieve the Contractor from liability to make good should it be discovered later or cause damage to the building.

ARTICLE 5; SUBCONTRACTORS

Add new Paragraph 5.5 (including Subparagraphs 5.5.1 through 5.5.4) to ARTICLE 5:

5.5 Mutual Responsibility

5.5.1 The contractor and subcontractors shall check and verify data contained in drawings, specifications, and work for which they are responsible, as well as the drawings, specifications, and work of other related contractor, subcontractors and/or trades before bidding if possible and again before construction to avoid bidding and/or installation conflicts. **The division of these specifications into sections is not intended to control the Contractor in dividing the work among subcontractors or to limit the scope of work performed by any trade under a given section.** The Architect will not undertake to settle any differences between the Contractor and his Subcontractors as to inclusion of work or materials items. It shall be the Contractor's entire responsibility for the proper coordination and completion of all the work described in these Specifications whether performed by the Contractor or Subcontractors, if any.

5.5.2 Defects in work by others affecting proper application and/or installation of work, materials, devices, fixtures, and/or appliances, unless reported in writing to Architect and the General Contractor for their action, shall be the responsibility of the contractor or subcontractor failing to make report and corrected at his expense.

5.5.3 Installation of materials, devices, fixtures, and/or appliances by the contractor or subcontractors is tantamount to his unqualified acceptance and check or related work by others.

5.5.4 Each Subcontractor shall as a portion of his contract, anticipate and include normal cutting, patching, and digging required for the successful completion of his contract which may not practically be accomplished by the General Contractor as outlined in paragraph 3.14 Cutting and Patching.

ARTICLE 7; CHANGES IN THE WORK

7.3. Construction Change Directives

Add the following Clause 7.3.6.6 to Subparagraph 7.3.6:

7.3.6.6 The maximum allowance for overhead and profit combined shall not exceed fifteen percent (15%) of net cost for work not sublet by General Contractor; for work sublet, five percent (5%); for work by other Prime Contractors, if applicable, no percent (0%).

ARTICLE 8; TIME

8.1 Definitions

Add the following Clauses 8.1.1.1 and 8.1.1.2 to Subparagraph 8.1.1:

8.1.1.1 The contractors shall commence work to be performed under this agreement on a date to be specified in written order from the architect (or from the date of the Owner-Contractor Agreement if no such notice is given.) and shall fully complete all work hereunder by:

TOTAL 6 Months (180 days calendar days)

Contract time listed includes normal average number of bad weather days. It shall be Contractor's responsibility to keep accurate records and substantiate Climatic Center records for any possible extension he might later request.

Liquidated Damages shall be assessed and levied against the General Contractor (Single Prime) not attaining substantial completion in the amount of time indicated above. See Liquidated Damage Provision in Specification section 01011 "Summary of the Work".

8.1.1.2 Normal bad weather days are defined as those days on which precipitation is 0.10 of an inch, or greater; or any 24 hour daylight period the temperature fails to exceed an average of 40 degrees F. **The normal bad weather days and any time extension will be based on the Local Climatological Data Sheets compiled and published by weatherbase.com for the nearest available city (GREENSBORO, NC).** If the total accumulated number of working days lost due to bad weather, from the start of work until the project is completed, exceeds the listed average number of bad weather days (*Average number of Rainy Days or Cold Weather Days*), the time for completion will be extended by the difference.

NOTE THAT THIS PROJECT IS PRIMARILY INTERIOR WORK WHERE DELAYS FOR WEATHER WOULD BE CONSIDERABLY LESS LIKELY TO BE CONSIDERED.

The Contractor's claims, if any, for extension of time must be made in writing to the Architect not more than five working days after the Contractor has notice of the delay. Thereafter, the Contractor must provide full details and supporting documentation with regard to the cause of the delay within 15 working days of the initial notice of the delay to the Architect. If either the initial notice or the supporting documentation are not filed with the Architect in writing within the time periods specified, the claim for delay shall be waived. If the cause for the delay is a continuing one then only one claim is necessary. The Contractor's supporting documentation to the Architect shall include and estimate of the probable effects of the delay on the progress of the Work and the Project Schedule.

Notwithstanding any other provisions of the Contract, Contractor agrees as between and among itself and the Owner, Architect, the General Contractor, and any other AE Representative that the Contractor's right to receive an extension of time pursuant to the provisions of this Paragraph shall be the Contractor's sole and exclusive remedy with regard to any Work and The Contractor hereby waives and releases claims for monetary damages arising out of or related to any such delay or interference, including but not limited to, claims for delay damages, interference damages, impact damages, acceleration damages and any other form of the time-related damages against the Owner and the Design Professional.

ARTICLE 9; PAYMENTS AND COMPLETION

9.3 Applications for Payment

Add the following Clause 9.3.1.3 to Subparagraph 9.3.1:

9.3.1.3 Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety five percent of the amount due on the Contractor's monthly application for payment. Thereafter the owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. Provisions of NC General Statutes 143-134.1 (b1) through (e) will be followed.

The following conditions must be met to qualify for contractual retainage reduction:

1. The project be on or ahead of schedule, and
2. Written permission from the Contractor's bonding company must be submitted.

9.8 Substantial Completion

Add the following Subparagraph 9.8.6 to Paragraph 9.8:

9.8.6 Should more than **two** substantial completion inspections be necessary, **the cost of the additional inspections shall be borne by the Contractor**. Compensation will be made for each authorized Owner's representatives involved in these inspections at the rate of \$100.00 per hour or fraction thereof. Compensation to the Architect and his consultants will be accordance with the OFFICE STANDARD RATE SHEET, a copy of which is attached and incorporated herein by reference.

ARTICLE 11; INSURANCE AND BONDS

Contractor's Liability Insurance

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

SEE INSURANCE REQUIREMENTS FOR THE CITY OF LEXINGTON ATTACHED AT THE END OF THIS SECTION

11.4 Performance Bond and Payment Bond

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 Performance Bond and Labor and Material Payment Bond are required by Owner. Both bonds shall be in an amount equal to 100 percent of the contract sum and the cost shall be part of the contract price.

Add the following Subparagraphs 11.4.3 and 11.4.4 to Paragraph 11.4:

11.4.3 The bonds shall be written on the standard AIA forms A311 or form A312; and shall guarantee faithful performance of the contract and shall guarantee payment of all bills for labor and materials when said bills are due, as provided by Article 3 of Chapter 44A of the North Carolina General Statutes.

11.4.4 The bonds shall remain in full force and effect for at least twelve months after completion of the work and Architect's final Certificate is approved for payment to the Owner.

ARTICLE 13; MISCELLANEOUS

13.1 Governing Law

Delete paragraph 13.1 and substitute the following:

13.1 This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the **General Courts of Justice of Davidson County, North Carolina.**

13.5 Tests and Inspections

Add the following Subparagraph 13.5.7 to Paragraph 13.5:

13.5.7 Mechanical devices, machinery, apparatus, or equipment supplied under contract may be tested by trial usage for a reasonable period as determined by the Architect before final acceptance. Such usage shall not be construed as evidence of acceptance, and no claim for damages, injury, or breakage shall be made if caused by weakness, inaccuracy of structural parts, defective materials or workmanship.

13.6 Interest

Delete paragraph 13.6 and substitute the following:

13.6 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at six percent (6%), annually, compounded monthly or the maximum allowed by law **whichever is less.**

Add the Following New Articles:

13.8 IRAN DIVESTMENT ACT CERTIFICATION.

By submission of a bid form of proposal, the General Contractor states that he/she can certify that – they are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 147-86.58. In compliance with the requirements of the Iran Divestment Act, the Contractor shall not utilize in the performance of this agreement any subcontractor that is identified on the Final Divestment List.

13.9 E-VERIFY (See Affidavit)

Pursuant to the terms of the NC General Statutes no county may enter into a contract unless the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the NC General Statutes constitutes Sellers' breach of this agreement. By executing this Agreement, Sellers affirm Sellers are in compliance with Article 2 of Chapter 64 of the NC General Statutes. (Affidavit must be included with bid Form of Proposal)

ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 – Termination by the Owner for Convenience

Delete Subparagraph 14.4.3 and replace with the following Subparagraphs 14.4.3 and 14.4.4:

14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

14.4.4 The Owner shall be credited for: (1) payments previously made to the Contractor for the terminated portions of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

15.4 Arbitration

Delete Paragraph 15.4.

NOTE: Further, any reference throughout the General Conditions to ARBITRATION or Paragraph 15.4 shall be deemed deleted and of no effect.

ADD THE FOLLOWING NEW ARTICLE

ARTICLE 16; EQUAL OPPORTUNITY

16.1 Equal Opportunity

16.1.1 In connection with the performance of work under this contract or purchase order, the Contractor or supplier agrees as follows:

16.1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

16.1.1.2 The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, creed, color, or national origin.

End of SUPPLEMENTARY CONDITIONS

INSURANCE REQUIREMENTS

I. Workers Compensation

The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording:

- (a) Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.
- (b) Employers Liability protection subject to a limit of not less than:
 - \$500,000 Per Accident
 - \$500,000 Per Employee
 - \$500,000 Disease Policy Limit

A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

II. Comprehensive General Liability

- (a) The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

Bodily Injury)	\$2 Million Single Limit
&)	each occurrence
Property Damage)	

Note: There is no aggregate total.

- (b) This coverage must include:
 - (1) Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such paragraph is insured and it must be signed by the insurance company, not the agent or broker.
 - (2) CGL must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.
 - (3) If the CGL insurance has a general aggregate limit then ISO endorsement CG2503 (03/97 Edition) or its equivalent must be added. The Designated Construction Project(s) General Aggregate Limit must be maintained for the duration of the agreement and the limit must be twice the minimum required occurrence limit.
 - (4) Contractor's protective coverage for his subcontractors.

- (5) Coverage for the hazards commonly referred to as the X, C & U exclusions, where excavation, collapse or undermine perils are necessary.
- (6) The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the work.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance and shall name the City of Lexington and its Council, officers, employees, agents, and volunteers as Additional Insured's on ISO endorsement CG2010 or a substitute providing equivalent coverage and CG2037.

III. Comprehensive Automobile Liability

The contractor shall maintain Comprehensive Automobile Liability coverage in amounts not less than

Bodily Injury)	\$2 Million Single Limit
&)	each occurrence
Property Damage)	

Note: This is a combined single limit.

A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance, and name the City of Lexington as an additional insured.

IV. Builders Risk or Installation Floater Provided by Contractor – Completed Value Basis

Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builder's Risk Insurance in the amount of the initial Contract Amount plus values of subsequences modifications, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the City of Lexington has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk insurance shall include interests of the City of Lexington, the General Contractor, subcontractors and sub-tier contractors in the project.

The Builder's Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft costs (1), flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

The Builder's Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. The Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City of Lexington.

Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

The deductible shall not exceed **\$5,000 for builder's risk or installation floater and up to \$25,000 for flood or earthquake** and shall be the responsibility of the Contractor.

The City of Lexington's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

If Owner is damaged by failure of Contractor to maintain insurance as required in this section, then Contractor shall bear all reasonable costs properly attributed to that failure. Coverage's shall be written for 100% of the completed value (replacement cost basis) of the work being performed. Waiver of Subrogation is to apply against all parties named as insured's, but only to the extent the loss is covered. Other coverage's may be required if provided in Contract documents.

If the City of Lexington is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the City, then the Contractor shall all reasonable costs properly attributable thereto. Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement which enables the City of Lexington to occupy the facility during construction.

V. All Policies

Must be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by the City of Lexington.

Must include a Waiver of Subrogation Clause.

May not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the City of Lexington.

VI. Indemnification

Contractor at all times will indemnify, release, protect, defend and hold the City of Lexington harmless from and against any and all loss, liability, expenses, (including expenses to bring suit) claims, or demands arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including Contractor or the City of Lexington occurring as a direct or indirect result of, or in any manner connected with the performance of this Contract, whether such injury or damage shall be caused by the negligence of contractor, contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder and Contractor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

VII. Required Approvals

All work to be done is subject to approval by both the City of Lexington's Risk Management and Engineering Departments and our insurance carrier. This should be understood by the contracted as well as all other interested parties. All construction or major alterations should be designed using H.P.R. standards (e.g. IRI, FM, or NFPA requirements) and four copies of the plans should be submitted to the Risk Management Department will review the plans with the appropriate carrier and obtains additional requirements, if any, and their approval. Subsequent changes must be submitted in the same manner.

* **NOTE** The recommended insurance will be adequate for most contracts: however, in some cases, higher or lower limits may be in order, depending upon the nature of the contract. Contracts involving hazardous materials transportation, treatment or disposal require specific review on a case by case basis.

In most cases, it will be necessary for the City of Lexington and the concerned subsidiary to be named on the contractor's policy as an additional insured. This must be required in all cases unless otherwise directed.