

**GENERAL CONDITIONS OF THE CONTRACT**

**STANDARD FORM FOR SINGLE PRIME CONSTRUCTION PROJECTS**

**NORTH CAROLINA  
COUNTY OF BUNCOMBE  
50 COXE AVENUE RENOVATION  
BOARD OF ELECTIONS DISTRIBUTION CENTER  
GENERAL CONDITIONS OF THE CONTRACT**

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## EXHIBITS/APPENDICES

EXHIBIT/APPENDIX TITLE	EXHIBIT/EXHIBIT LETTER/NUMBER
Contractor Base Bid.....	Exhibit A
Negotiated Contract Amount .....	Exhibit B
MBE Documents .....	Exhibit C

## ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Request for Proposal (RFP); General Contractor's formal response to the RFP; General Conditions of the Contract; special conditions if applicable; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the contract; the performance bond; the payment bond; insurance certificates. All of these items together form the contract.
- b. The **Owner** is Buncombe County Government.
- c. The **designer** or **project designer** means the firm or firms of architects or engineers or both (and their consultants) which have undertaken to design the project pursuant to a contract with the Owner, (hereinafter, the "design contract").
- d. Intentionally left blank for sequential numbering purposes.
- e. A **subcontractor**, as the term is used herein, shall be a trade contractor, a general, mechanical, electrical, plumbing, specialty contractor, or a trade contractor, who has entered into a direct contract with a GC, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor as supervised by the GC.
- h. The **project** is the total construction work to be performed under the contract documents.
- i. Intentionally left blank for sequential numbering purposes.
- j. **Change order**, as used herein, shall mean a written order to the GC subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the GC, designer and the Owner, in that order (Article 19).
- k. **Field Order**, as used herein, shall mean a written approval for the GC to proceed with the work requested by Owner prior to issuance of a formal Change Order. The field order shall be signed by the GC, designer, and Owner.

- l. **Field Change**, as used herein shall mean a written approval from the Owner for the GC to proceed with work requested by the Owner.
- m. **Time of Completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- n. **Liquidated damages**, as stated in the contract documents, is an amount (\$500.00 for each consecutive calendar day) to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the GC to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the GC, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the GC (e.g., if a multi-phased project-subsequent phases, delays in start of other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- o. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the GC, and which engages to be responsible for the GC and his acceptable performance of the work.
- p. **Routine written communications between the Designer and the General Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- q. **Clarification or Request for information (RFI)** is a request from the GC seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the GC's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- r. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- s. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- t. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of the designer and owner.

- u. **“Substitution” or “substitute”** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the designer and owner.
- v. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- w. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- x. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- y. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner’s project requirements and the project design documents.
- z. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to final inspection.
- aa. left blank for numbering purposes
- bb. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the local Authority Having Jurisdiction (AHJ). Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- cc. **Final Acceptance** is the date in which the Owner accepts the construction as totally complete. This includes the local AHJ and certification by the designer that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small- scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

- c. The GC shall execute each copy of the response to bid, contract, performance bond and payment bond as follows:
- 1 If the 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.
  - 2 If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
  - 3 If the 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 or assistant 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 signature page of the documents.
  - 4 If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable to each particular member.
  - 5 All signatures shall be properly witnessed.
  - 6 If the General Contractor's license is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
  - 7 The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
  - 8 Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
  - 9 The seal of the bonding company shall be impressed on each signature page of the bonds.
  - 10 The GC's signature on the performance bond and the payment bond shall correspond with that on the contract.

### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The GC and the Designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition

or change in accordance with progress of the work. The Designer shall furnish drawings or clarifications in accordance with that schedule. The GC shall not proceed with the work without such detail drawings and/or written clarifications.

#### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The Designer or owner shall furnish free of charge to the GC electronic copies of plans and specifications. If requested by the GC, up to 3 paper copies of plans and specifications will be provided free of charge, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the GC shall clearly and legibly record all work-in-place that is at variance with the contract documents. Additional sets shall be furnished at cost, including mailing, to the GC at the request of the GC.

#### **ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. Within fifteen (15) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the GC and provided to the designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the designer.
- b. The GC shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the GC's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the GC. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a) so as to cause no delay in the activities of the Owner.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner) for his use. The remaining copies of each submittal shall be returned to the GC not later than twenty (20) days from the date of receipt by the Designer, for the GC's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings by the designer shall not be construed as relieving the GC from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such error has been called to the attention of the designer in writing by the GC.

#### **ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

- a. The GC shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and



specifications shall be available for use by the Designer or his authorized representative, and the owner.

- b. The GC shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the GC and submitted to the designer upon project completion and no later than thirty (30) days after acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than this contract without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the work.

## **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The GC shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of his work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The GC shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the GC shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the GC may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the GC has the option of using any product and manufacturer combination listed. However, the GC shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. The GC shall be responsible for reviewing all substitution requests from their subcontractors prior to submission to the Project Designer and Owner and shall track &

monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval. Alternate materials may be requested after award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and the owner approves.

- e. The GC shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. The Designer is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any workman be considered detrimental to the work, the GC shall order such parties removed immediately from grounds.

## **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The GC shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The GC shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

## **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The GC shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the GC observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the GC performs any work or authorizes any work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the GC unless otherwise specified.
- c. Projects constructed by Buncombe County or a subdivision thereof are subject to inspection by appropriate county or municipal authorities and building codes. The GC shall cooperate with the county and/or municipal authorities by obtaining building permits. Permits shall be obtained at GC's cost.

- d. Projects involving local funding (Community Colleges) are also subject to county and municipal building codes and inspection by local authorities. The GC shall pay the cost of these permits and inspections unless otherwise specified.

## **ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC**

- a. The GC shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or designer, and by laws or ordinances governing such conditions. The GC shall be responsible for any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The GC shall be responsible for and pay for any damages caused to the Owner. The GC shall have access to the project at all times.
- b. The GC shall be responsible to cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Designer.
- d. The GC shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The GC shall develop and implement a project safety plan that provides all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. The GC shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The GC shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the work.
- f. The GC shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. 95-126 through 155.
- g. The GC shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the

project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.

- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the GC is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the GC on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

## **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the GC in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the GC shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The GC shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the GC shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

## **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours by the designer, designated official representatives of the Owner and those persons required by state law to test special work for official approval. The GC shall therefore provide safe access to the work at all times for such inspections.

- b. All instructions to the GC will be made only by or through the designer or his designated project representative. Observations made by official representatives of the Owner shall be conveyed to the designer for review and coordination prior to issuance to the GC.
- c. The GC shall perform quality control inspections on the work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Project Designer. The GC shall advise the Project Designer of any apparent variation and/or deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. All work shall be inspected by designer, special inspector prior to being covered by the contractor. The GC shall give a minimum of two week notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the GC.
- e. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the GC shall give adequate notice to the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Project Designer, or his authorized representative, and it shall be the GC's responsibility to serve ample notice of such tests.
- f. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents except the GC shall pay for laboratory tests to establish design mix for concrete and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- g. Should any work be covered up or concealed prior to inspection and approval by the Project Designer such work shall be uncovered or exposed for inspection, if so requested by the Project Designer in writing. Inspection of the work will be made promptly upon notice from the GC. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the GC.

#### **ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE**

- a. On-site representatives of the GC shall manage the work and coordinate the work with the activities of the Owner and Project Designer to complete the project with the Owner's objectives of cost, time and quality. Throughout the progress of the work, the GC shall maintain a competent and adequate full-time staff approved by the Owner and Project Designer. It is understood that the designated and approved on-site representative of the GC will remain on the job and in responsible charge as long as those persons remain employed by the GC unless otherwise requested or agreed to by the Owner. The GC shall establish an on-site organization with appropriate lines of authority to act on behalf of the GC. Instructions, directions or notices given to the designated on-site authority shall be as

binding as if given to the GC. However, directions, instructions, and notices shall be confirmed in writing.

- b. The GC shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. The GC shall call and preside over monthly job site progress conferences. The GC shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The GC shall be prepared to assess progress of the work and to recommend remedial measures for correction of progress as may be appropriate. The GC with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman. The GC shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.
- d. The GC, if necessary, shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- e. Intentionally left blank for sequential numbering purposes.
- f. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- g. Intentionally left blank for sequential numbering purposes.
- h. The GC shall maintain the project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the project within the time allotted by the contract. In doing so, the GC shall keep the designer fully informed as to all changes and updates to the schedule. The GC shall submit to the Project Designer a monthly report of the status of all work activities. The monthly status report shall show the actual work completed to date in comparison with the original amount of work scheduled. If the work is behind schedule, the GC must indicate in writing what measures are being taken to bring the work back on schedule and ensure that the contract completion date is not exceeded. If the work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the GC shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the GC to abide by the directives

in this paragraph will give the Owner cause to exercise the remedies set forth in Article 29 of the General Conditions and pursue any other legal remedies allowed it by law.

**ARTICLE 15 – {NOT USED}**

**ARTICLE 16 – {NOT USED}**

**ARTICLE 17 – {NOT USED}**

**ARTICLE 18 - DESIGNER'S STATUS**

- a. The Project Designer shall provide liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The Project Designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the GC, taking sides with neither.
- c. Should the Project Designer cease to be employed on the work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Project Designer.
- d. The Project Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The Project Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The GC shall provide facilities for such access so the Designer may perform his functions under the contract documents.
- f. Based on the Project Designer's inspections and evaluations of the project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the GC in the administration of the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract. The GC's decisions, however, relating to means and methods, and administration of the contracts the GC holds are final.

**ARTICLE 19 - CHANGES IN THE WORK**

- a. The Owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the GC from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by email, fax, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the County may direct the GC to proceed on a time and material basis whereupon the GC shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, the GC is restricted to the use of the following methods:

- 1 Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
- 2 The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the work. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

- 1 The actual costs of materials and supplies incorporated or consumed as part of the project;
- 2 The actual costs of labor expended on the project site;
- 3 The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions;



worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts;

- 4 The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the project;
  - 5 The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the project. Overtime and extra pay for holidays and weekends shall not be incurred by the Owner as a cost item or otherwise.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the Project Designer to request proposals for the change order work in writing. The Project Designer shall verify correctness. Within fourteen (14) days after receipt of the GC's proposal, the Project Designer shall prepare the change order and forward to the GC for his signature or otherwise respond, in writing, to the GC's proposal. Within seven (7) days after receipt of the change order executed by the GC, the Project Designer shall, certify the change order by his signature, and forward the change order and all supporting data to the Owner for the Owner's signature. The Owner shall execute the change order for final approval, within seven (7) days of receipt. Copies will be sent to the Project Designer for distribution to the GC and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the GC shall be required to certify as follows:
- "I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the Owner requests a change order and the GC's terms are unacceptable, the Owner, may require the GC to perform such work on a time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the work requested in the change order.

## **ARTICLE 20 - CLAIMS FOR EXTRA COST AND DISPUTE RESOLUTION**

- a. Should the GC consider that as a result of any instructions given in any form by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The GC shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. The GC shall not act on instructions received by him from persons other than the Project Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Project Designer will not be responsible for misunderstandings claimed by the GC of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.
- d. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.
- e. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.
- f. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically

waives all of its rights provided hereunder, including its rights and remedies under State law.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The Project Designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, and shall be binding on the Owner and the GC.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the Project Designer, the Owner shall be reimbursed by the GC. A change order will be issued to reflect a reduction in the contract sum.

## **ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The final completion date will be as determined by the Owner, Designer and GC during the pre-construction phase of the project and will be incorporated into the contract for construction services between the Owner and the GC.
- b. The GC shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the Project Designer and shall fully complete all work hereunder within the time of completion specified. For each day in excess of the above number of days, the GC shall pay the Owner the sum stated as liquidated damages (\$500.00 for each consecutive calendar day) to cover the losses to be incurred by the Owner by reason of failure of the GC to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. If the GC is delayed at any time in the progress of his work by any act or negligence of the Owner or the Project Designer, or by any employee of either; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and Owner determine may justify the delay, then the contract time may be extended by change order for the time which the designer and Owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the GC reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved

updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- d. Request for extension of time shall be made in writing to the designer, copies to the owner, within twenty (20) days following cause of delay. In case of continuing cause for delay, the GC shall notify the designer, copies to the owner, of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- e. The GC shall notify his surety in writing of extension of time granted.
- f. No claim shall be allowed on account of failure of the Project Designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### **ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY**

- a. The Owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner and contractor(s). If beneficial occupancy is granted, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to support in the area.
  - 2. The owner assumes all responsibilities for utility costs for entire building.
  - 3. Contractor will obtain consent of surety.
  - 4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
  - 5. The Owner shall have the right to exclude the GC from any part of the project which the Project Designer has so certified to be substantially complete, but the Owner will allow the GC reasonable access to complete or correct work to bring it into compliance with the contract.

6. Occupancy by the Owner under this article will in no way relieve the GC from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

## **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT**

- a. Upon notification from the GC that the project is complete and ready for inspection, the Project Designer shall make a designer final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the GC shall ensure that all items requiring corrective measures noted at the designer final inspection are complete. The Project Designer shall schedule a final inspection at a time and date acceptable to the Owner and the GC.
- b. At the final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer and Owners' representative shall make the following determinations:
  1. That the project is completed and accepted.
  2. That the project is accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of final inspection or the Owner may invoke Article 28, Owner's Right to Do Work.
  3. That the project is not complete and another date for a final inspection will be established.
- c. Within fourteen (14) days of acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the Project Designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42.
- e. The date of acceptance will establish the following:
  1. The beginning of guarantees and warranties period.
  2. The date on which the GC's insurance coverage for public liability, property damage and builder's risk may be terminated.
  3. That no liquidated damages (if applicable) shall be assessed after this date.
  4. The termination date of utility cost to the GC (if applicable).

- f. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

## **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the GC, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the GC.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.
- c. Should the GC fail to proceed with the required corrections, then the Owner may complete the work in accordance with the provisions of Article 28.

## **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Project Designer, shall relieve the GC from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The GC shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the GC and establish a time limit for completion of corrections by the GC. The Owner will be the judge as to the responsibility for correction of defects.

## **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the GC fails to prosecute the work properly or to perform any provision of the contract, the Owner, after seven (7) days written notice sent by certified mail, return receipt requested, to the GC from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the GC, such action and cost of same having been first approved by the Project Designer. Should the cost of such action of the Owner exceed the amount due or to become due the GC, then the GC or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

## **ARTICLE 29 - ANNULMENT OF CONTRACT**

If the GC fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the GC shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the GC and his surety of such delay, neglect or default, specifying the same, and if the GC within a period of seven(7) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven(7) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said GC, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said GC and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said GC, then the said GC and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the GC and the surety shall be liable and shall pay to the Owner the amount of said excess.

## **ARTICLE 30 – GENERAL CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the GC, or if the Owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the GC, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the Owner and the designer, may suspend operations on the work or terminate the contract.
- b. The Owner shall be liable to the GC for the cost of all materials delivered and work performed on this contract plus ten (10) percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

## **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the GC shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the GC and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  1. Total of contract including change orders.
  2. Value of work completed to date.
  3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the GC's work has been satisfactorily completed on schedule, with approval of the owner and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
- b. Prior to submitting the first payment request, the GC shall prepare a schedule showing a breakdown of the contract price. This schedule of values will be submitted to & approved by the designer and Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the designer and Owner may require.
- c. Applications for payment shall be in a form agreed upon by the GC, designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the designer may require.
- d. Intentionally left blank for sequential numbering purposes.
- e. Intentionally left blank for sequential numbering purposes.
- f. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the GC regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the GC, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the GC desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer and owner and located as close to the site as possible. The warehouse selected must be approved by the GC's bonding and



insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer and owner of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the GC. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer and the owner prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the County absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the GC.

- g. In the event of beneficial occupancy, retainage of funds due the GC may be reduced with the approval of the Owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the GC's bonding company.

## **ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from the GC, the designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the GC and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
  - 1. Claims arising from unsettled liens or claims against the GC.
  - 2. Faulty work or materials appearing after final payment.
  - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
  - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the GC except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the GC shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:
  - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or

Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the Owner).

2. Transfer of required attic stock material and all keys in an organized manner.
  3. Record of Owner's training.
  4. Resolution of any final inspection discrepancies.
  5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.
- e. The GC shall forward to the designer, the final application for payment along with the following documents:
1. List of minority business subcontractors and material suppliers showing breakdown of contracts amounts and total actual payments to subcontractors and material suppliers.
  2. Affidavit of Release of Liens.
  3. Affidavit from GC of payment to material suppliers and subcontractors. (See Article 36).
  4. Consent of Surety to Final Payment.
  5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by Project Designer, certificates of compliance issued, and the GC has complied with the closeout requirements. The designer shall forward the GC's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer may withhold payment for the following reasons:
1. Faulty work not corrected.
  2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  3. To provide for sufficient contract balance to cover liquidated damages that will be assessed against the GC.
- b. The Owner may authorize the withholding of payment for the following reasons:
1. Claims filed against the GC or evidence that a claim will be filed.

2. Evidence that subcontractors have not been paid.
- c. Intentionally left blank for sequential numbering purposes.
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the GC without cause will make owner liable for payment of interest to the GC in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

GC agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on GC's duty to carry adequate insurance. All policies of insurance shall be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the County. The minimum insurance coverage which the GC shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

**Worker's Compensation.** Coverage at the statutory limits in compliance with applicable State and Federal laws. GC shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

**Employer's Liability.** Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

**Commercial General Liability.** Insurance covering all operations performed by the GC with a minimum limit of \$5,000,000 per occurrence with a \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County shall be named as an additional insured under the policy.

Commercial general liability coverage shall not restrict coverage under such policy with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to County. This policy shall not limit the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or damage to the work.

**Professional Liability.** Insurance covering GC for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim with a \$2,000,000 aggregate. Policy is to be on a primary basis if other professional liability is carried. This policy shall remain in effect three (3) years after project completion.

**Contractor's Pollution Liability.** If GC's commercial general liability policy referenced above does not include an endorsement including the Limited Pollution Liability Extension, GC will be required to purchase a Pollution Liability policy with limits of \$1,000,000 per loss and \$1,000,000 aggregate. GC shall keep this policy in effect 3 years after completion of the project. Buncombe

County shall be named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of GC, including completed operations.

**Business Automobile Liability.** Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

**Umbrella/Excess Liability.** If the underlying liability policy limits are less than those required, GC may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying general liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

**Builder's Risk.** GC shall purchase and maintain property insurance (Builder's Risk) in the amount of the initial contract plus values of subsequent modification, 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 (subject to such deductible amounts as may be required by laws and regulations). Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to 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 Buncombe County has insurable interest in the property to be covered, whichever is earlier. This insurance shall include the interests of the Owner, Contractor, Subcontractors, Owner's Representatives and Owner's Representative's Consultants in the Work.

The Builders' 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, 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.

Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement to enable the County to occupy the facility during construction.

**Additional Insurance Provisions.**

If GC maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by GC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

GC shall provide the County with certificates of insurance listing County as the certificate holder and evidencing the above amounts. Buncombe County shall be named as additional insured under the commercial general liability policy and if applicable, GC's Pollution Liability policy. Before

commencing work and for any subsequent renewals, GC shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

GC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GC shall ensure that Buncombe County is an additional insured on insurance required from subcontractors.

Waiver of Subrogation: GC hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of payment of any loss under such insurance. GC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Providing and maintaining adequate insurance coverage is a material obligation of GC and is of the essence of this contract. GC may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. GC shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by GC shall not be interpreted as limiting the contractor's liability and obligations under the contract.

Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

#### **ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. The GC shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount, for the entire project. Bonds shall be executed in the form bound with the specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

#### **ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the GC on account of the contract shall not become due until the GC has furnished to the Owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the GC in connection with this contract.

## **ARTICLE 37 - ASSIGNMENTS**

The GC shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the GC under the contract may be assigned.

## **ARTICLE 38 - USE OF PREMISES**

- a. The GC shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and shall not exceed those established limits in his operations.
- b. The GC shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The GC shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

## **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The GC shall ensure that all cutting, fitting or patching that may be required to make the work come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No subcontractor shall endanger any work of another such contractor by cutting, digging or other means, nor shall he cut or alter the work of any other such contractor without the consent of the designer and the affected contractor(s).

## **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The GC shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. If the Owner specifies that the GC is to pay all utilities, any permanent meters installed shall be listed in the GC's name until his work is fully accepted by the Owner. The Owner may: (1) pay utilities cost directly, (2) require the GC to pay all utilities cost, (3) or reimburse the GC for the actual cost of utilities. The Owner or GC, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur

in project completion. Coordination of the work of the utility companies during construction is the sole responsibility of the GC.

- b. If applicable Meters shall be relisted in the Owner's name on the day following completion and acceptance of the GC's work, and the Owner shall pay for services used after that date.
- c. Prior to the operation of permanent systems, the GC will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- d. The GC shall ensure that the permanent building systems are in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the GC and the designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the GC.
- e. The GC shall coordinate the work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- f. The GC shall coordinate the work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- g. The GC shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to acceptance of work by the Designer and Owner, the GC shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.

4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
5. The GC shall ensure that all lamps are in proper working condition at the time of final project acceptance.
- h. The GC shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other subcontractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- i. The GC shall, if required by Owner and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- j. On multi-story construction projects, the GC shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the GC bid.
- k. The GC will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the GC's name, and the name of the designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the Owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The GC shall ensure that the building and surrounding area is reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer. The GC shall provide an on-site refuse container(s) for the use of all subcontractors. The GC shall ensure that each subcontractor removes their rubbish and debris from the building on a daily basis. The GC shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The GC shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, the GC shall ensure that all portions of the work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.



## **ARTICLE 42 - GUARANTEE**

- a. The GC shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material.
- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the GC, which is hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

## **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the GC shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the GC, the GC's subcontractor, or the agents of either the GC or the GC's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

## **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into local government work.

- b. Federal transportation taxes do not apply to materials entering into local government work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into local government work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into local government work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. Accounting Procedures for Refund of County Sales & Use Tax Amount of county sales and use tax paid per GC's statements:

GC's performing contracts for local government agencies shall ensure that they and all subcontractors will provide information to give the local government agency for whose project the materials, supplies, fixtures and/or equipment was purchased a signed statement containing the information listed in N.C.G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractors setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the GC.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials,

supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

#### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

#### **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

The GC agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The GC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

#### **ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)**

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. General Contractors are reminded of the requirements of instructions under General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

N.C.G.S. 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project and requires documentation of good faith efforts for meeting that goal. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix F are hereby incorporated into and made a part of this contract.

#### **ARTICLE 50 – CONTRACTOR EVALUATION**

The GC's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to compete for future capital improvement projects for institutions and agencies of the State of North Carolina. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, General Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The Owner may request the GC's comments to evaluate the designer.

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, General Contractor, design professional, engineer, subcontractor, supplier,

vendor, etc.), to make gifts or to give favors to any County employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, General Contractor and their employees), employees of the County that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS**

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions, and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

#### **ARTICLE 53 – LEFT BLANK FOR NUMBERING PURPOSES**

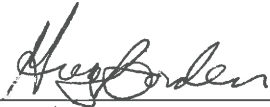
#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate GC's services and work at Owner's convenience. Upon receipt of such notice, GC shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, GC shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by GC as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to GC prior to the date of the termination of this Agreement. GC shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

CONTRACTOR – H&M CONSTRUCTORS

By:   
(Signature)

Greg Borden  
(Printed Name)

Senior Vice-President  
(Title)

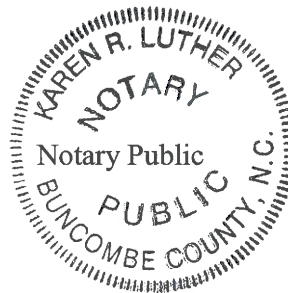
March 12, 2019  
(Date)

STATE OF North Carolina  
COUNTY OF Buncombe

I, Karen R. Luther, a Notary Public of the county and State aforesaid, do hereby certify that Greg Borden personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 12th day of March, 2019

My commission expires: May 22, 2020  

BUNCOMBE COUNTY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the county and State aforesaid, do hereby certify that \_\_\_\_\_ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_

Notary Public

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

\_\_\_\_\_  
Buncombe County Finance Director.

# EXHIBIT A

**ATTACHMENT "A"**

**REVISED FORM OF PROPOSAL – SINGLE PRIME BID**  
Including General Construction, Mechanical (HVAC), Plumbing and Electrical Work

**Buncombe County Government**  
**Renovations to 50 Coxe Avenue**  
**Asheville, North Carolina**

Date: **November 29, 2018**

The undersigned, as Bidder, hereby declares that: the only person or persons interested in this proposal as principal or principals is or are named herein, and no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and it is in all respects fair and in good faith without collusion or fraud. The 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; 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 he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buncombe County Government**, hereinafter called the Owner, in the form of Contract specified, and to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of **Renovations to 50 Coxe Avenue** located at **50 Coxe Avenue in Asheville, North Carolina**. The work shall be conducted in full and complete accordance with the plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner (**Buncombe County Government**) and **PFA Architects, P.A.**, 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:

**BASE BID:**

SEVEN HUNDRED FIFTY FIVE THOUSAND Dollars (\$ 755,000 )

**UNIT PRICES**

**UNIT PRICE # 1:** Removal and Replacement of Gypsum Wall Board, per Note 46 on Sheet CS1.0.

SEVENTY FIVE DOLLARS PER SQUARE FOOT Dollars (\$ 75.00/SF )

**ALTERNATES**

Should the Owner elect to accept any of the Alternates shown on the drawings or described in the Specifications, the amount written below shall be the amount to be "added to" the Base Bid.

**ALTERNATE # 1:** Roof Coating and Skylight Panels, per Sheet A1.2 Rev. 1 dated 10/25/18.

THIRTY FIVE THOUSAND Dollars (\$ 35,000.00 )

**ALTERNATE # 2:** Exterior Canopies, per Sheets A1.1 Rev. 1 and A1.2 Rev. 1 both dated 10/25/18.

TWELVE THOUSAND TWO HUNDRED Dollars (\$ 12,200 )

**Revised ALTERNATE # 3:** Replace existing window units in their entirety with new storefront frames and insulated 1" thick glass same as specified for the new windows.

NINE THOUSAND TWO HUNDRED Dollars (\$ 9,200.00 )

The Bidder agrees to commence work under his Contract on a date to be specified in a written **Notice To Proceed** from the Owner through the Architect and shall achieve Final Completion of all work hereunder within the time frame specified. Time is of the essence with respect to this contract and a material consideration thereof.

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids.

Furthermore, Bidder understands that if Substantial Completion is not achieved within **One Hundred Eighty (180) consecutive calendar days** that Liquidated Damages in the amount of **\$500 per day** will be assessed.

Respectfully submitted this 29th day of November, 2018.

Witness: \_\_\_\_\_  
(Proprietorship or Partnership)

Attest: \_\_\_\_\_

By: R. Faison Hester

Title: Corporate Secretary  
(Corp. Sec. or Assist. Sec. Only)

**H&M Constructors, A Division of  
M.B. Haynes Corporation**

(Name of Firm or Corporation Making Bid)

By: Greg Borden  
Signature

Name: Greg Borden  
(Print or Type)

Title: Senior Vice-President  
(Owner, Partner, Corp. Pres. or Vice Pres. Only)

Address: 187 Deaverview Road  
Asheville, NC 28801

License No.: 1245

Federal I.D. No.: 56-0506077

Addenda Received and Used in Computing Bid

(Initial as appropriate)

<u>Addendum No.</u>	<u>Dated</u>	<u>Received (Initials)</u>
Addendum No. 1	<u>11/13/18</u>	<u>[Signature]</u>
Addendum No. 2	<u>11/21/18</u>	<u>[Signature]</u>
Addendum No. 3	<u>11/26/18</u>	<u>[Signature]</u>





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

County of Buncombe

(Name of Bidder)

Affidavit of H&M Constructors, A Division of M.B. Haynes Corporation

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: 11/29/18 Name of Authorized Officer: Greg Borden

Signature: *Greg Borden*

Title: Senior Vice-President



State of N.C., County of Buncombe

Subscribed and sworn to before me this 29th day of November 20 18

Notary Public *Karen R. Luther*

My commission expires May 22, 2020



## ACKNOWLEDGEMENT

November 29, 2018

Buncombe County  
40 McCormick Place  
Asheville, NC 28801

**RE: Renovations to 50 Coxe Avenue**  
for Buncombe County  
Asheville, North Carolina

To Whom It May Concern:

We acknowledge receipt of the following addendums on the above referenced project:

ADDENDUM NO. 1	RECEIVED	NOVEMBER 13, 2018
ADDENDUM NO. 2	RECEIVED	NOVEMBER 21, 2018
ADDENDUM NO. 3	RECEIVED	NOVEMBER 26, 2018

Sincerely,

**H&M CONSTRUCTORS**



Greg Borden  
Senior Vice-President

**QUALITY COMMITMENT CHARACTER**

**Proudly Employee-Owned**

**BID BOND**

Date of Execution of  
this Bond

November 29, 2018

Name and Address of  
Principal (Bidder)

H&M Constructors, A Division of M.B. Haynes Corporation  
187 Deaverview Rd  
Asheville, NC 28806

Name and Address  
of Surety

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

Name and Address of  
Contracting Body

Buncombe County  
40 McCormick Place  
Asheville, NC 28801

Amount of Bond

Five Percent of Amount Bid (5%)

Bid and Proposal Dated:

November 29, 2018

Project Name:

Renovations to 50 Coxe Avenue

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto Buncombe County, a body corporate of the State of North Carolina, as Obligee, in the penal sum of five percent (5%) of the amount bid in the bid and proposal described above, in lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the PRINCIPAL shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment of all persons supplying labor and materials in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same to the PRINCIPAL above named, then this obligation shall be null and void; BUT if the PRINCIPAL above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, and Article 3 of Chapter 44-A of the General Statutes of North Carolina, as amended, the Surety shall upon demand, forthwith pay the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

<p>WITNESS:</p> <p>_____ (Proprietorship or Partnership)</p> <p>ATTEST: (Corporation)</p> <p>By: <u>Donna N. Letterman</u> (SEAL) Donna N. Letterman</p> <p>Title: <u>Asst. Corporate Secretary</u> (Corporation Secretary or Assistant Secretary Only)</p> <p>WITNESS: <u>Amy R. Waugh</u> Amy R. Waugh</p> <p>COUNTERSIGNED: <u>Catherine Thompson</u> N.C. Licensed Resident Agent</p>	<p><b>H&amp;M Constructors, A Division of M.B. Haynes Corporation</b></p> <p>Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture)</p> <p>By: <u>Greg Borden</u> (SEAL) Greg Borden</p> <p>Title: <u>Senior Vice-President</u> (Where partner, office held in corporation, joint venture)</p> <p>(Corporate Seal of Principal)</p> <p><b>Fidelity and Deposit Company of Maryland</b></p> <p>Surety (Name of Surety Company)</p> <p>By: <u>Catherine Thompson</u> Catherine Thompson</p> <p>Title: <u>Attorney in Fact</u></p> <p>(Corporate Seal of Surety)</p> <p><u>P.O. Box 31817, Charlotte, NC 28231</u> (Address of Attorney in Fact)</p>
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**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Walter CALDWELL, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH and Carol S. CARD, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*

Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 29th day of November, 2018.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



187 Deaverview Rd  
Asheville, NC 28806  
Post Office Box 16589  
Asheville, NC 28816  
Phone 828.254.6145  
Fax 828.254.8696  
www.hmconstructors.com

January 2, 2019/March 11, 2019

PFA Architects/Buncombe County

RE: 50 Coxe Avenue Renovations – Contract Negotiations

Per mails between PFA Architects, Buncombe County and H&M Constructors (Attached)

Contract Negotiations:

Take alternate #1 value of 35K to repair the roof and replace skylights. But no new skylights and eliminate roof repairs  
Instead for the base bid price of \$755,000 + \$35,000 (Alt. 1) = \$790,000

H&M shall provide the following:

**Add:**

Total Roof Replacement (No Skylights) with 24 gauge standing seam roof. Installation of Thermal Blocking in the Roof System will be included too. Thermal blocking is required if we replace the roof. The building at this time does not have thermal blocking on the roof system and is not currently included in the contract documents. This will help the energy envelope of the building.

**Value: \$63,800**

Replace existing interior liner panels with new panels. The bid documents currently specify to remove, clean and reinstall existing along with adding new panels. This proposal will be to provide all new panels.

**Value: \$3,500**

**Necessary VE Items:**

**Credit for Alternate 1: (\$35,000)**

**Fence**

Allow substitute of fence brand Barnett Bates instead of Ametco for mechanical screen. Please refer to Barnett Bates model Talia 100 for proposed alternate. Manufactures warranty is 20 years. Proposal includes stainless bolts and hinges.

<http://barnettbates.com/architectural-screening-fencing/view-blocking-louvers/steel-view-blocking-louvers-orsogril/orsogril-talia-80-and-orsogril-talia-100.html>

**Value: (\$5,500)**

**HVAC**

Eliminate requirement for hot gas reheat dehumidification and AMS.

**Value: (\$27,000)**

**Accepted Alternate #2 (\$12,200) and #3 (\$9,200)**

**ORIGINAL Contract Price with 2 Alternates = \$811,200**

**Material price increase that has been incurred since the 60-day bid price hold = \$7,500**

**Quality Commitment Character**

**Proudly Employee-Owned**



Time extension of two (2) months for substantial completion to be achieved. Increase construction time from six (6) months to eight (8) months.

**REVISED CONTRACT PRICE with 2 ALTERNATES = \$818,700.00**

Sincerely,  
Kenny Hollifield  
Project Manager

**Quality Commitment Character**

**Proudly Employee-Owned**

# NOT APPLICABLE

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

## State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of Buncombe

(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 HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) 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 H & M Constructors, A Division of M.B. Haynes Corporation I do hereby certify that on the

(Name of Bidder)

50 Coxe Avenue Renovations for Buncombe County

(Project Name)

Project ID# \_\_\_\_\_ 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	**HUB Certified Y/N	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)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

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 Buncombe

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

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

Affidavit of H & M Constructors, A Division of M.B. Haynes Corporation I do hereby certify that on the  
(Name of Bidder)

50 Coxe Avenue Renovations for Buncombe County

(Project Name)

Project ID# \_\_\_\_\_ Amount of Bid \$ 755,000.00

I will expend a minimum of 5.35 % of the total dollar amount of the contract with HUB certified/ 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	**HUB Certified Y/N	Work Description	Dollar Value
Accessories Unlimited, Inc. (828) 645-1190	F	Y	Toilet Accessories, Toilet Partitions, Fire Extinguishers, Corner Guards	\$10,206.00
AOA Signs - (336) 679-3344	F	Y	Signage	\$ 879.11
Cherokee Acoustical, LLC (706) 835-4290	F	Y	Drywall, Finishing, Sound Insulation, Acoustical Ceiling	\$29,301.00

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

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

**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:

- 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.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- 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.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- 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.

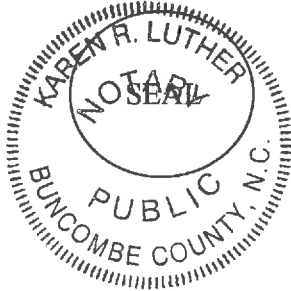
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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: January 3, 2019 Name of Authorized Officer: Greg Borden

Signature: 

Title: Senior Vice-President



State of North Carolina, County of Buncombe

Subscribed and sworn to before me this 3rd day of January 20 19

Notary Public 

My commission expires May 22, 2020

## 50 COXE PRE-BID SIGN-IN

RYAN DONOVAN SHOPPER/KALTI/12 room/water skinned  
 Roger Sales White & Williams Co R.SALES@WATHVAC.COM  
 Lance Haney Vannoy Lance.haney@jrvannoy.com  
 Bill Rogers Premier Drs. & Hdwe brogers@premierdoctorsandhwy.com  
 Josh Altman Haynes Electric jaltman@mbhaynes.com  
 Jeannie Hargis Bolton Const - (P/b) jeannie.hargis@webolton.com  
 Kenny Hollifield H/M Constructors kennyh@h-mconstructors.com  
 Darin Miller Gentry Heating darin.miller@gentryheatinginc.com  
 Zach Laughter Patton Construction group zach@pattonconstructiongroup.com  
 Austin Patton Patton Construction Group austin@pattonconstructiongroup.com  
 Chris Anderson Allcon Roofing canderson@allconroofing.com  
 Justin Fritts Dave Steel Co. jfritts@davesteel.com  
 Huey Maltry Mountain Blot painting  
 Bill Moxrow GREENVILLE MECH. PROXLOW@GREENVILLEMECHANICAL.COM  
 Travis Clayton DARI TClayton@DHgriffin.com  
 T.J. Hollars JRV tj.hollars@jrvannoy.com



accessories unlimited inc

4581 Stonegate Industrial Blvd.  
Stone Mountain, GA 30083  
NC Office Phone: 828-645-1190

**Prepared by:** Sherri Noble

**Email:** [sherri@accunl.com](mailto:sherri@accunl.com)

# Proposal

**Date:** 11/28/2018

**Project:** Buncombe Co. 50 Coxe Renovations  
50 Coxe Avenue  
Asheville, NC 28801

**PRICING BASED ON plans dated 08/07/2018**  
**Includes Addendum #1-3**

We are pleased to quote the following items for the noted project. Material-only pricing excludes taxes. If installation is included, taxes have been added and we exclude all wall openings, blocking, cut-outs, electrical or plumbing connections associated with the products below.

**WBE** Participation is available upon request.

<b>Toilet Accessories</b>	2	Diaper Changing Station	
	2	Grab Bar - 18"	
	2	Grab Bar - 36"	
	2	Grab Bar - 42"	
	2	Mirror - Channel Frame - 24" x 36"	
	2	Paper Towel Dispenser	
	2	Soap Dispenser	
	2	Sanitary Napkin Disposal	
	3	Toilet Tissue Dispenser	
	1	Mop and Broom Holder	
<b>Bobrick, Koala</b>		<b>FURNISHED</b>	

<b>Toilet Partitions</b>	3	Toilet Stalls - Phenolic	
	1	Urinal Screen - Phenolic	
<b>Accurate</b>		<b>FURNISHED</b>	

<b>FE/FEC</b>	<b>3</b>	<b>Fire Extinguisher</b>	
<b>JL</b>		<b>FURNISHED</b>	

<b>Wall Protection</b>	<b>6</b>	<b>Corner Guards</b>	
<b>Inpro</b>		<b>FURNISHED</b>	

**Total furnish package contract amount is \$8,641.00, plus applicable taxes.**

Notes:

Pricing based on package. Separating scopes may cause a price increase, and may prohibit our ability to install.

**Please add an additional 10% after July 31, 2019.**

**THIS PROPOSAL IS SUBMITTED SUBJECT TO THE FOLLOWING CONDITIONS AND NEEDS YOUR SIGNATURE TO RELEASE.**

Prices quoted are for acceptance within thirty days from the date of this sheet, after which they will be subject to change without notice. Orders are not subject to cancellation unless authorized by Company and unless cancellation charges are assumed by the Purchaser. Invoices will be rendered either for complete or partial shipment as shipments are made. No Federal, State or other taxes, except as noted, have been included in the above prices. Any such taxes which are or become applicable to the equipment quoted herein will be added to the invoice. All previous agreements, guarantees and proposals covering equipment or service for this subject are hereby nullified. Purchaser agrees to pay all costs of collection, including but not limited to actual amount of attorney's fees incurred, if this contract is collected by or through an attorney at law." All property purchased from seller under this, previous, and subsequent contracts shall be kept at address entered on shipping bill of lading, shall not be sold, transferred, delivered or moved there from (except upon seller's written consent) and title thereto shall remain in seller until all amounts due thereon are fully paid and until full payment has been received for all liabilities and indebtedness of any and every kind and nature now or hereafter owing, arising due or payable from purchaser to seller, howsoever evidenced, created or incurred including any future advances or renewals made to purchaser by seller. Any special conditions applying will be discussed on a sheet attached to this agreement. **TERMS:** Net 30 days from date of shipment to Purchasers with established credit with Company by having a previous purchase. Where credit is not established and unless satisfactory references are given, terms are NET DUE C.O.D or if approved by management a 50% deposit at the placement of order and balance due prior to shipping/receipt of material. Any balance not paid in full within 30 days of the due date stated herein shall accrue interest at the rate of 1.5% per month (18% per annum) on any outstanding balance until the remaining balance is paid in full. A 2.5% fee will be applied on credit card payments.

**ACCEPTANCE:** This proposal is accepted subject to the conditions contained therein. Please enter my order for shipment of the above equipment per my signature below.

**Purchaser:**

**Very truly yours,  
Accessories Unlimited, Inc.**

BY \_\_\_\_\_

**NEED SIGNATURE TO RELEASE ORDER.**



## Noble Specialties, Inc.

WBE-HUB Certified

P.O. Box 115

Weaverville, NC 28787

Federal ID #47-4659088

828-645-1190-Office

[sherri@noblespec.com](mailto:sherri@noblespec.com)



11/28/2018

Job-Site: Buncombe County – Coxe Ave.  
50 Coxe Avenue  
Asheville, NC 28801

### Description of Project

(NOTE: Breakdown of quantities listed on accompanying AUI material quote)

1. Installation of twenty (20) toilet accessories
2. Installation of three (3) toilet partitions and one (1) urinal screen
3. Installation of three (3) fire extinguishers
4. Installation of six (6) corner guards

- Cost to install as described above is \$1,445.00
- Cost of Insurance and O/H is \$120.00

**TOTAL INSTALLATION COST - \$1,565.00**

**\*\*All trash to dumpster provided by other.**

**\*\*Excludes blocking, electrical, mechanical and taxes.**

**\*\*If project requires 100% Silica Free Environment additional compliance fee will be added.**

**\*\*Pricing includes two (2) trips. Additional mobilizations will be charged at a rate of \$1,100.00 per trip.**

**\*\*This quote is for the installation only.**

Respectfully Submitted:

Accepted by:

---

Sherri Noble  
Noble Specialties, Inc.





Kathryn Johnston  
*Secretary*

Dennis M. English, Jr.  
*Asst. to the Secretary for HUB Outreach*

June 2, 2016

Sherri Noble  
Noble Specialties, Inc. (Woman Owned)  
775 Flint Hill Road  
Alexander, NC 28701

Dear Sherri Noble:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengeev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at [www.sbtcd.org](http://www.sbtcd.org) for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

***Traci Fleming***

Traci Fleming  
Supplier Diversity Specialist



State of North Carolina | Office for Historically Underutilized Businesses  
116 West Jones Street, Suite 4109 | 1336 Mail Service Center | Raleigh, NC 27699-1336  
(919) 807-2330 T



**AOA Signs, Inc.**  
 214 E. CHERRY STREET  
 YADKINVILLE, NC 27055  
 Project Manager: Joy Kay  
 Email: JoyK@AOASigns.com  
 Office: 336-679-3344  
 Fax: 800-282-4830



John Herring  
 Estimator - Raleigh, NC  
 (336) 679-3344 ext. 1016  
 John@AOASigns.com

## PROPOSAL 3518986NC



Date: 11/27/2018

### WORK TO BE PERFORMED AT:

## Buncombe County - 50 Coxe Ave. Renovations Asheville, NC

Architect: PFA Architects

We hereby propose to furnish the materials necessary for the completion of  
**Job Description:**

### 10 1400 SIGNAGE

#### Acknowledge Addendums 1 - 3

QUANTITY		UNIT COST	TOTAL
<b>10 1400 SIGNAGE</b>			
1	Sign Type A: Room Identification Signs - Room Number, Name & Braille	6" x 8"	
3	Sign Types B, C & D - Room Name, Braille & Pictograms	9" x 6"	
1	Sign Type E: Informational Sign - LIFT ACCESS & Braille	4" x 6"	
5	Emergency Evacuation Maps - Acrylic Window Sign w/ Printed Graphic Insert	8" x 10"	
<b>AOA Signs, Inc. is a State Certified WBE</b>			
<b>Specified Manufacturer ~ Basis of Design Mohawk Sign Systems</b>			
<b>NOTES:</b>			
- Installation by General Contractor			
- Quantities per A1.1: Door Schedule (Sign Type)			
- Additional Signage May Be Required To Full Comply With ADA and NC Building Code			

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Material Total:	\$801.60
Shipping	\$20.00
Buncombe Co. Tax (7%)	\$57.51
<b>Total Estimate</b>	<b>\$879.11</b>

Respectfully submitted \_\_\_\_\_ John Herring

Note - This proposal may be withdrawn  
 by us if not accepted within 60 days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. The customer is responsible for all permits and stamped engineered drawings. All material is property of AOA Signs until full payment is rendered.

# PROPOSAL

**Cherokee Acoustical, LLC**  
**109 Durbin Rd.**  
**Blairsville, GA 30512**

**Office----- 706-835-4290**  
**Cell ----- 828-557-6501**  
**Fax----- 706-835-1452**  
**tim@cherokeeacoustical.com**

**Submitted to: Estimating**

**Date: 11-27-18**

**Architect:**

**Date of Plans:**

**Project Name: 50 Coxe Ave**

-----  
**We hereby respectfully submit per plans and specs:**

**Provide and install:**

**Drywall**

**Tile backer at Tile**

**Finishing**

**Level four typical**

**Related sound insulations**

**All insulation un-faced fiber glass**

**Acoustical Ceilings**

**Base Bid-----\$29,301.00**

## **Qualifications:**

- 1. No air barriers are included.**
- 2. No rigid insulation is included.**
- 3. No FRP is included.**
- 4. No plywood, wood framing is included.**
- 5. No insulation above acoustical ceilings is included.**
- 6. No blocking, backing is included.**
- 7. No simple saver insulation system is included.**
- 8. No liner panels are included.**
- 9. No insulation between levels is included.**
- 10. No work space 104 is included.**
- 11. Temporary power supplied by others at no cost to Cherokee Acoustical.**
- 12. Dumpsters supplied by others at no cost to Cherokee Acoustical.**

**This proposal may be withdrawn if not accepted within 30 days.**

Authorized signature\_\_\_\_\_

Date\_\_\_\_\_

**Tim Anderson**

**Cherokee Acoustical, LLC**  
**WMBE Certified**



CORPORATE OFFICE  
4807 DOUGLAS DAM ROAD  
STRAWBERRY PLAINS, TN 37871  
PHONE (865) 933-5902  
FAX (865) 933-8063

FIELD OPERATIONS  
619 E. MAPLE STREET  
JOHNSON CITY, TN 37601  
PHONE (423) 926-1151  
FAX (423) 926-5558

FIELD OPERATIONS  
10909 MCBRIDE LANE  
KNOXVILLE, TN 37932  
PHONE (865) 675-4161  
FAX (865) 675-4164

FIELD OPERATIONS  
2400 SOUTHPORT RD.  
SPARTANBURG, SC 29302  
PHONE (864) 541-8712  
FAX (864) 541-8725

FIELD OPERATIONS  
2710 ROANOKE AVE  
ROANOKE, VA 24015  
PHONE (540) 904-6127  
FAX (540) 904-6129

November 28, 2018

H&M Constructors will be  
performing this work.

**PROPOSAL**  
**BUNCOMBE COUNTY**  
**RENOVATIONS TO 50 COXE AVENUE**  
**ASHEVILLE, NC**

TO: GENERAL CONTRACTORS

E. Luke Greene Company, Inc. is pleased to offer the following quotation for your consideration. We will provide selective demolition in accordance with the demolition plan sheet D1.0 as follows:

1. Remove overhead doors and walk doors as shown.
2. Remove masonry knee walls as shown.
3. Remove carpet from mezzanine level.
4. Remove VCT flooring.
5. Remove framed stairs.
6. Remove framed ceiling from mezzanine office.
7. Remove framed partitions.
8. Remove plumbing fixtures.
9. Saw-cut and remove portions of concrete slab as indicated on D1.0 (Notes 6 & 7)
10. Saw-cut and remove a portion of asphalt paving as indicated on D1.0 detail 2.
11. Haul and dispose of debris legally off site.

The following is not included:

1. Removal of any regulated materials (i.e., asbestos, lead, PCB's, chemicals, petroleum products, etc)
2. Temporary partitions, barricades, weather protection, or utilities.
3. Termination, capping, or relocation of any utilities.
4. Patching or installation of any permanent materials.
5. Mechanical, Electrical, or Plumbing demolition, unless specifically listed above.
6. Layout.
7. Salvage of any materials or equipment for reuse or reinstallation.
8. Excavation below removed slabs.
9. Removal of floor covering adhesives.
10. Demolition or disassembly of metal building panels or framing.
11. Temporary shoring or bracing.
12. Removal of windows or glass storefront.

Continued...



**PROPOSAL**

BUNCOMBE COUNTY

RENOVATIONS TO 50 COXE AVENUE

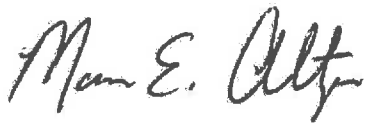
ASHEVILLE, NC

The above will be completed for the lump sum price of ..... **\$ 12,550.00**

If additional information is needed, please advise.

Sincerely yours,

E. LUKE GREENE COMPANY, INC.



Marty Altizer  
Project Manager / Estimator

**Approved and Accepted as presented:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# QUOTE

MOUNTAIN BUILDING AND PAINTING  
P. O. Box 51  
Weaverville, NC 28787  
360-477-2397 or 828-215-9686



PROJECT NAME: 50 COXE  
LOCATION: ASHEVILLE NC  
Bid No: 20181127CSW  
**VALID FOR:** 30 Days from bid date

Description	Price Total
Division 09 INTERIOR Painting Quote	
Division 09 EXTERIOR Painting Quote	
Includes Labor & Materials as called for in the Dwgs & Specs and as NOTED Below	
BID DATE: 11/28/2018	TAKEOFF TOTAL \$ 21,050.00
TIME: 2:00 PM	TAX 7% \$ 1,475.00
Received Addendums: THREE	<b>GRAND TOTAL \$ 22,525.00</b>

## TERMS AND CONDITIONS (Continued on next page, if quote has more than one page)

IT IS EXPECTED THE SPECIFICATIONS TAKE PRESIDENCE OVER THE DRAWINGS (when written specs are available)

**NOTE: Any additional painting required due to damage by others after Our FINISH Coat will result in a Change Order for Re-Painting.**

**NOTE: The BELOW Items are included in the Painting Quote.**

Field paint all paintable Interior surfaces: wall, Ceilings, Bulkheads, Soffits, etc as called for in the Drawings and Specs

Field paint all paintable Exterior surfaces: wall, Ceilings, Bulkheads, Soffits, etc as called for in the Drawings and Specs

All Insidental Caulking associated with Painting Exterior & Interior surfaces: wall, Ceilings, Bulkheads, Soffits, etc as called for in the Drawings and Specs

Field Paint HM Doors

Field Paint HM Frames

Field Paint WD Doors (if called for in the Drawings and Specs)

Field Paint Factory Unfinished Metal Flashing, Gutters, & DS (if called for in the Drawings and Specs)

**If any of the above Items are not part of the Painting Subcontract, Contact Mtn B&P for adjustments.**

**NOTE: The BELOW Items are NOT included in the Painting Quote unless noted otherwise below.**

PAVEMENT MARKING - paint and stripe any traffic markings, all new pavement markings by Others

CONCRETE - Clear Concrete Sealer or Area Markings by Others

CAULKING INTERIOR / EXTERIOR - Caulk, Seal or Touchup any Expansion or Control Joints by Others

STEEL DECK and JOIST FRAMING - Factory Primers or Finish, Field Touchup By Supplier / Installer

HVAC AND ELECTRICAL DUCTS BOXES and CONDUIT - Factory Primers or Finish, Field Touchup By Supplier / Installer

COLD-FORMED METAL FRAMING - Factory Primers, Field Touchup By Supplier / Installer

METAL WALL PANELS - Factory Primers or Finish, Field Touchup By Supplier / Installer

## QUOTE

MOUNTAIN BUILDING AND PAINTING  
P. O. Box 51  
Weaverville, NC 28787  
360-477-2397 or 828-215-9686



PROJECT NAME: 50 COXE  
LOCATION: ASHEVILLE NC  
Bid No: 20181127CSW

**VALID FOR:** 30 Days from bid date

ACCESS DOORS AND FRAMES – Factory Primers, Field Touchup By Supplier / Installer  
HOLLOW METAL DOORS, WINDOWS, and FRAMES – Pre-finished or Factory Primers, Field Touchup By Supplier / Installer  
WOOD DOORS, WINDOWS, and FRAMES - Pre-finished or Factory Primers or Stains, Field Touchup By Supplier / Installer  
PRE-FINISHED WOOD MOULDING, CHAIR RAILS, TRIM, FIXTURES, ETC - Factory Finished, Field Touchup by Supplier / Installer  
PRE-FINISHED (ALUM STL or Other Metal) INTERIOR – Factory Primer or Finish, Field Touchup By Supplier / Installer  
PRE-FINISHED (ALUM STL or Other Metal) EXTERIOR ROOFING SIDING FLASHING GUTTERS & DS – Factory Primers, Field Touchup By Supplier / Installer  
STUCCO / EIFS with INTERGRATED COLOR – Factory Primers and Finish, Field Touchup By Supplier / Installer



# Whitmire Decorating/WDC, Inc.

Post Office Box 513

Conover, NC 28613

(828) 464-8865

1968 - 2018

**WBE** (Woman Owned)

**HUB** Certified

[wdc1@charter.net](mailto:wdc1@charter.net)

**CERTIFIED LEAD, ASBESTOS, MOLD AND DEMOLITION CONTRACTOR**  
***Crews in Asheville, Charlotte, Hickory, Williamston & Winston-Salem***

---

**PROJECT:** 50 Coxe Upfit - Asheville, NC - REVISED

**BID DATE:** November 29, 2018

**HAVE SEEN ADDENDA:** 1 through 3

**PRICE INCLUDES:**

- 1- 099100 Painting.
- 2- 070509 Recoating of Metal Roofing.
- 2- Caulking of painted trim.

**QUOTE EXCLUDES:**

- 1- Finishing of new cabinets, wood doors and other pre-finished equipment.
- 2- ALL demo, patching and repairs unless noted.
- 3- Pavement markings.
- 4- Caulking of control joints, interior & exterior of prefinished windows, fire caulk and caulking between painted items and dissimilar materials.
- 5- Floor coatings unless noted.
- 6- Color coding/fire stenciling.
- 7- Finishing of walls, ceilings, trim etc. not noted on finish schedule as "painted".
- 8- Steel requiring extra prep to allow bonding of paint (hot dip galvanized/chromate passivation) unless noted as included.

099100 - \$28,893.00

Alternate 1 - 070509 - \$18,983.00

+ 6,368 (Maintenance Paint Lot)

**\$25,351**

Shaun McClain

# Robinson & Company Painting, Inc.

467 Weaverville Rd. Asheville, NC 28804 (828) 484-7707 Fax (828) 484-7711

## Estimate

Date : 11/27/2018

Estimate #: 7953

TO: H & M Constructors  
P.O. Box 16589  
Asheville, NC 28816-6589

PROJECT: 50 Coxe Ave

### DESCRIPTION

Labor and materials to prime and paint all items per plans and specs dated 8/7/2018, addendum #1 dated 11/13/2018, addendum #2 dated 11/21/2018, and addendum #3 dated 11/26/2018 by PFA. Please review clarifications/assumptions listed below. 29,348.00

Alternate #1: for labor and materials to clean and prep (pressure wash and rust prime) existing metal roof, then apply Pro Eco Sil silicone roof coating as specified to entire roof, add \$44,375.00 to estimate total. If Uniflex Silicone 44 (equal alternative) can be used in lieu of the Pro Eco Sil product, deduct \$5,000.00 from the alternate price (add only \$39,375.00).

Alternate #2: new exterior canopies to be pre-finished, no effect to painting scope.

Alternate #3: work by other trades, no effect to painting scope.

#### Notes:

- 1) All wood doors and overhead doors to be pre-finished.
- 2) No sprinkler piping included.

**Total** \$29,348.00

November 27<sup>th</sup>, 2018

**Via Email: [KennyH@H-MConstructors.com](mailto:KennyH@H-MConstructors.com)**

Kenny Hollifield  
H&M Constructors  
187 Deaverview Rd,  
Asheville, NC 28806

Re: Buncombe County – Renovations to 50 Coxe – Interior Hard Tile Scope

Dear Mr. Hollifield,

To furnish and install the CT-1 with coordinating 12" Jolly pieces as trim, we are pleased to provide your company a price in the amount of **\$10,610** (Ten Thousand, Six Hundred and Ten Dollars) including all applicable sales taxes.

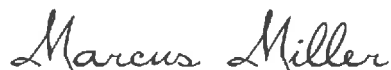
**\*\*\*Lead time on materials 3-4 weeks, subject to change due to availability\*\*\***

**Quote Qualifications:**

- Price based on Drawing Set dated 08.07.18 and addendums 1,2, & 3
- Price based on wainscot in restrooms 102, 103, 203 to approximately 6'9" AFF and wainscot to approximately 5'9" AFF in Mechanical 204 48" from corner where mopsink is
- Not responsible for floating out wall behind rubber base to flush out to wall tile.
- Price based on all materials to be installed per manufacturers recommendation and current TCNA standards, any variance will void warranty
- No tile backer board is included
- No countertops are included
- No demolition of existing conditions is included
- Waterproofing/crack isolation is not included
- All trim and transitions are included
- No protection, testing or engineering is included
- Shop drawings are not included
- Price includes cementitious grout installation with all tile types
- Price assumes all work will be performed in one phase
- Price based on work to be performed during normal business hours
- Quote is good for 30 days from the date of this letter

Thank you for your time and consideration in this matter. Please feel free to reach out with any questions, comments or concerns.

Best Regards,  
**EUROPEAN STONE**



Marcus Miller, Project Manager



Tile & Marble, Inc.

PHONE (704) 338-9573

---

P.O. Box 561585, Charlotte, N.C. 28256-1585

FAX (704) 377-0269

November 28, 2018

PROJECT: 50 COXE AVENUE RENOVATIONS  
Asheville, North Carolina

Addenda 1, 2, and 3 have been acknowledged

Section 093013 – Ceramic Tiling

Clarifications:

- Backer board and taping of backer board by others
- Exclude demolition

BASE BID: \$13,417

LOMAX TILE & MARBLE, INC.

Laura Hannah  
Lomax Tile & Marble, Inc.

# TILE-IT, INCORPORATED

## QUALITY INSTALLATION

P.O. BOX 16365 ASHEVILLE, NC 28816

PHONE (828) 665-2655 FAX (828) 665-2299

PAGE 1 of 1

## QUOTATION SHEET

**PROJECT:** BUNCOMBE COUNTY – RENOV. TO 50 COXE AVE.

**BID DATE:** 11/28/2018

**PLAN DATE:**

**WE ARE BIDDING SECTIONS:** 093013 – Ceramic Tiling

---

### **THIS PRICE INCLUDES:**

1. Dal-Tile 12" x 24" MU19 Nostalgic Blue wall tile
2. Schluter Designline – SL Cove Base and Schiene wall trim
3. Tile backerboard
4. High Performance Grout
5. All setting materials and labor for a complete installation

---

### **EXCLUSIONS: (SEE STANDARD EXCLUSIONS BELOW) &:**

1. Protection of installed surfaces unless specifically shown in "This Price Includes" Section
2. Wall prep. or leveling

---

### **REMARKS: THIS QUOTE WILL BE MADE PART OF ANY CONTRACT.**

Any wall-washing lighting or lighting located within 2 ft. of the walls will need to be on and working prior to any tile installation.

---

### **ADDENDA ACKNOWLEDGEMENT: #1 - #3**

---

### **ALTERNATES: N/A**

---

### **PRICING: \$14,695.00 5% Max. Ret. on Contract**

THIS PRICE INCLUDES ALL MATERIALS, TAXES, LABOR AND DELIVERY TO JOB SITE. BID IS PER PLANS & SPECIFICATIONS. PLEASE CHECK THE EXCLUSIONS & REMARKS SECTIONS ON THIS QUOTE FOR ANY ITEMS WE DID NOT INCLUDE IN THIS QUOTE, OR FOR SPECIAL INFORMATION. **STANDARD EXCLUSIONS: WE DO NOT PROVIDE WAIVER OF SUBROGATION ON INSURANCES!** THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS QUOTE UNLESS SPECIFICALLY LISTED IN THE "THIS PRICE INCLUDES" SECTION ON THIS QUOTE - ALL SUBSTRATE PREP., PATCHING, PLUMBING, PITCHING, OR LEVELING, UNLESS (MORTAR BED) INSTALLATION, PATCHING OR REPAIRING EXISTING FINISHES, WINDOW STOOLS, BACKERBOARD, CLEAN, WAX & PROTECT. WATERPROOFING AND CRACK ISOLATION MEMBRANE ALSO EXCLUDED. CLEANING DEBRIS, MATERIALS LEFT BY OTHER TRADES OR CONSTRUCTION DIRT FROM INSTALLED TILE. REPAIR OR REPLACEMENT OF TILE DAMAGED BY OTHERS. **TILE-IT, INC. DOES NOT SUPPLY SHOP DRAWINGS FOR LAY-OUTS OR CONTROL/EXPANSION JOINTS; SUCH DRAWINGS ARE TO BE SUPPLIED BY THE ARCHITECT AS DIRECTED BY A.N.S.I. SPECS.. STANDARD TREATMENT OF CONTROL/EXPANSION JOINTS = CUT TILE TO JOINT AND LEAVE OPEN FOR CAULK/SEALANT CONTRACTOR TO FILL. ITEMS TO BE SUPPLIED BY THE G.C. =** HOIST OR LIFT & OPERATOR FOR UNLOADING & LIFTING TO ABOVE GROUND FLOORS, MAINTAINABLE HEAT, LIGHTS, WATER, ADEQUATE ELECTRIC OUTLETS WITHIN 100' OF WORK AREA, SUITABLE ON SITE STORAGE & TRASH DUMPSTER, CLEAN AREAS TO BEGIN WORK, ALL SUBSTRATES TO BE G.C. INSPECTED AND MADE READY FOR TILE WORK PRIOR TO ADVISING TILE-IT, INC. TO MOBILIZE. **NOTE: TILE-IT, INC. WILL ASK G.C. SUPT. TO SIGN-OFF THAT TILE WORK IS CLEAN & HAS NO BROKEN TILES AS IT IS COMPLETED; THIS IS NOT ACCEPTANCE OF THE TILE INSTALLATION! ACCEPTANCE OF INSTALLATION IS TO BE DONE BY THE ARCHITECT. !!!NOTE: NO CURING COMPOUNDS OR SEALERS TO BE USED ON CONCRETE SLABS IN HARD TILE AREAS!!!**

*Derrick L. Hipp*  
TILE-IT, INCORPORATED



## ***INVITATION TO BID***

H & M Constructors will bid this project as Single Prime General Contractor and we are pleased to invite you to bid on the following project:

**Project: Renovations to 50 Coxe Avenue, Asheville, NC**

**Date: Thursday, November 29 at 3:00pm**

**Architect: PFA Architects, P.A.**

**Estimator: Kenny Hollifield; Email - [kennyh@h-mconstructors.com](mailto:kennyh@h-mconstructors.com);**

**Phone – (828) 225-5329**

***All bids are requested to be in our office by 12pm on November 29, 2018***

**NOTE: PLEASE PRICE BASE BID AND ANY ALTERNATES SEPARATELY – PLEASE CHECK OUR FTP SITE REGULARLY FOR UPDATED INFORMATION**

**PLEASE REVIEW BID DOCUMENTS CAREFULLY FOR ITEMS REQUIRING UNIT AND ALLOWANCE PRICING AND LIST THOSE PRICES ACCORDINGLY ON YOUR BID PROPOSALS**

**IF YOU BID MULTIPLE TRADES, PLEASE BREAK-OUT PRICING BY DIVISION**

**Copies of the plans and specifications may be seen in the following plan rooms:**

- HENCO Reprographics, Asheville, NC
- PFA Architects, Asheville, NC

**Plans and specs may also be viewed at the following web site:**

**<https://swft.exavault.com/login>**

**Username is: hmdrawings**

**Password is: hmdrawings**

**Please fill out the information below and respond via email or fax to: (828) 254-8696**

**\* PLEASE RESPOND WITHIN 2 DAYS – THANK YOU\***

\_\_\_\_\_ We will bid.

\_\_\_\_\_ We will not bid.

Phone # \_\_\_\_\_ Fax #: \_\_\_\_\_

Company: \_\_\_\_\_ Estimator: \_\_\_\_\_

Email: \_\_\_\_\_

Spec. Sections / Items we will Bid: \_\_\_\_\_

**Thank you for your interest**

## Karen Luther

---

**From:** Karen Luther  
**Sent:** Monday, November 19, 2018 4:45 PM  
**To:** 'angela\_abatemaster@yahoo.com'; 'armencontractors@aol.com';  
'bonillabrothers@att.net'; 'sales@CMTcoatings.com'; 'cherokeecoustical@yahoo.com';  
'cls\_inc@frontier.com'; 'kojo119@yahoo.com'; 'tommy@jlscompanyllc.com';  
'office@headwaters.us'; 'masterbuilders14@gmail.com'; 'mminc@citcom.net';  
'mikeo@oglesbycontracting.com'; 'larry.harris@harriselec.com';  
'jworley@davidsonsash.com'; 'dl@lldrywall-construction.com'; 'lcovington@melkis.com';  
'tbrown@carolinaflooring.com'; 'lhannah@lomaxtile.com'; 'wdc1@charter.net';  
'theblindman@vnet.net'; 'ccci@carolinacornerstoneconst.net';  
jchilders@bencosteel.com; 'koo855@bellsouth.net'; 'lg\_drywall@att.net';  
'susan@morrisonespi.com'; 'ymcinc@yahoo.com'; 'tommy@jlscompanyllc.com';  
Shannon Tomasetti; Pamela Drane; dpark@usaeastern.com; steve@elukegreene.com;  
tim@cherokeecoustical.com; capitalcityseal@aol.com; capitalcityseal@gmail.com;  
calebbenton@bentonroofing.com; tsmith@blankenshipassociates.com;  
jeffjones@elukegreene.com; biancah@appliedwc.net; colleen@ashevillefence.com;  
tsmith@blankenshipassociates.com; cwest@piedmontfence.com;  
calebbenton@bentonroofing.com; info@cmcflooringent.com;  
pamw@firestopcarolinas.com; yrodrig@bellsouth.net  
**Subject:** INVITATION TO BID - Renovations to 50 Coxe Avenue, Asheville, NC  
**Attachments:** 50 Coxe Ave Reno\_Bid Invitation.pdf

**H&M CONSTRUCTORS** is requesting bids from Certified Female Contractors/Suppliers and Certified Minority Contractors/Suppliers for the project bid invite attached to this email.

**Bids are requested by 12pm on the day of the bid.**

See the ITB for plan availability for review. This project is located on H&M Constructors FTP Website. See below for directions on how to access the website.

Please respond to:

187 Deaverview Road, Asheville, NC 28806  
(828) 254-6141 – Phone; (828) 254-8696 – Fax (H&M)

FTP Website Directions:

<https://mbhaynes.exavault.com/login>

Username is: hmdrawings  
Password is: hmdrawings

**Karen Luther**

Administrative Assistant





State of North Carolina  
electronic Vendor Portal System

Search for Vendor Information

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## Abatemaster, Inc.

### Detail Information

**Contact:** Angela Tesh

Added on:  
10/24/2017  
3:01:36 AM

**Address:** Abatemaster  
PO Box 12367  
Winston-Salem, NC 27117  
FORSYTH  
United States

**Phone:** 336-731-4396

**Fax:** 336-731-4398

**Toll Free:** 336-731-4396

**Email Address:** [angela\\_abatemaster@yahoo.com](mailto:angela_abatemaster@yahoo.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 62429 Limitation - Unlimited - Building
---

Registered Construction Codes
-------------------------------

01900 Facility Decommissioning (Hauling/Debris Removal)
---

Registered Commodities
------------------------

912 Construction Services, General (Incl. Main And Repair)
--





State of North Carolina  
electronic Vendor Portal System

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## Armen Construction LLC

### Detail Information

**Contact:** Victor Ariza

Added on: 4/21/2010  
9:42:55 AM

**Address:** P.O BOX 38630  
Charlotte, NC 28278  
MECKLENBURG  
United States

**Phone:** 704-953-7459

**Fax:** 803-631-3908

**Toll Free:**

**Email Address:** armencontractors@aol.com

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** LLC

Service Type/License/Work Classification
--

General Contractor NC License No. 69418 Limitation - Intermediate - Unclassified
---

Registered Construction Codes
-------------------------------

01800 Facility Operation (Maintenance)
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02700 Bases, Ballasts, Pavements, and Appurtenances
02800 Site Improvements and Amenities
02950 Site Restoration and Rehabilitation
03050 Basic Concrete Materials and Methods
03100 Concrete Forms and Accessories
03200 Concrete Reinforcement
03300 Cast-In-Place Concrete
03400 Precast Concrete
03500 Cementitious Decks and Underlayment

03900 Concrete Restoration and Cleaning  
 04050 Basic Masonry Materials and Methods  
 04200 Masonry Units  
 04400 Stone  
 04500 Refractories  
 04600 Corrosion-Resistant Masonry  
 04700 Simulated Masonry  
 04800 Masonry Assemblies  
 04900 Masonry Restoration and Cleaning  
 05700 Ornamental Metal  
 05900 Metal Restoration and Cleaning  
 06050 Basic Wood and Plastic Materials and Methods  
 06100 Rough Carpentry  
 06200 Finish Carpentry  
 06400 Architectural Woodwork  
 06900 Wood and Plastic Restoration and Cleaning  
 08050 Basic Door and Window Materials and Methods  
 08100 Metal Doors and Frames  
 08200 Wood and Plastic Doors  
 08300 Specialty Doors  
 08500 Windows  
 08600 Skylights  
 08700 Hardware  
 08800 Glazing  
 08900 Glazed Curtain Wall  
 09050 Basic Finish Materials and Methods  
 09100 Metal Support Assemblies  
 09200 Plaster and Gypsum Board  
 09300 Tile  
 09400 Terrazzo  
 09500 Ceilings  
 09600 Flooring  
 09700 Wall Finishes  
 09800 Acoustical Treatment  
 09900 Paints and Coatings

Registered Commodities
790 Seed, Sod, Soil, and Inoculants
909 Building Construction Services, New (Incl. Main. And Repair)
910 Building Maintenance, Installation And Repair Services
912 Construction Services, General (Incl. Main And Repair)
913 Construction Services, Heavy (Incl. Maint And Repair)
914 Construction Services, Trade (New Construction)
988 Roadside, Grounds, Recreational-Park Area Services



State of North Carolina  
electronic Vendor Portal System

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## Bonilla Brothers, LLC

### Detail Information

**Contact:** Catherine Bonilla-Padilla

Added on: 3/12/2011  
9:21:22 AM

**Address:** 3141 Amity Court  
Suite 300  
Charlotte, NC 28215  
MECKLENBURG  
United States

**Phone:** (704)737-7124

**Fax:** (980)218-9018

**Toll Free:**

**Email Address:** bonillabrothers@att.net

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Service Type/License/Work Classification
General Contractor NC License No. 74436 Limitation - Limited - Building;Residential
General Trades/Sub Contractor

Registered Construction Codes
07050 Basic Thermal and Moisture Protection Materials and Methods
07200 Thermal Protection
07300 Shingles, Roof Tiles, and Roof Coverings
07400 Roofing and Siding Panels
07500 Membrane Roofing
07600 Flashing and Sheet Metal
07700 Roof Specialties and Accessories
08600 Skylights



State of North Carolina  
electronic Vendor Portal System

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## Carolina Management Team, LLC

### Detail Information

**Contact:** Wendy Banks

Added on: 3/31/2004  
12:19:10 PM

**Address:** 49 McDowell Street  
Asheville, NC 28801  
BUNCOMBE  
United States

**Phone:** 336-431-7708

**Fax:**

**Toll Free:**

**Email Address:** Sales@CMTcoatings.com

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Service Type/License/Work Classification
General Contractor NC License No. 67579 Limitation - Unlimited - Building;Utilities
Electrical Contractor - NONE
General Trades/Sub Contractor

Registered Construction Codes
02950 Site Restoration and Rehabilitation
03900 Concrete Restoration and Cleaning
04900 Masonry Restoration and Cleaning
05900 Metal Restoration and Cleaning
06900 Wood and Plastic Restoration and Cleaning
07050 Basic Thermal and Moisture Protection Materials and Methods
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07900 Joint Sealers
09050 Basic Finish Materials and Methods
09900 Paints and Coatings

10700 Exterior Protection

**Registered Commodities**

315 Epoxy Based Formulas for Adhesives, Coatings  
630 Paint, Protective Coatings, Varnish, Wallpaper, Etc.  
635 Painting Equipment and Accessories  
910 Building Maintenance, Installation And Repair Services  
912 Construction Services, General (Incl. Main And Repair)  
914 Construction Services, Trade (New Construction)  
929 Equip Maint & Repair Services For Agricultural, Const, Etc.  
936 Equip Maintenance And Repair Services For General Equipment  
968 Public Works and Related Services



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## Cherokee Acoustical llc

### Detail Information

**Contact:** Tim Anderson

Added on: 11/12/2009  
1:51:36 PM

**Address:** 109 Durbin Rd  
Blairsville, GA 30512  
United States

**Phone:** 828-557-6501

**Fax:**

**Toll Free:**

**Email Address:** [tim@cherokeecoustical.com](mailto:tim@cherokeecoustical.com)

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** LLC

Service Type/License/Work Classification
General Contractor Limitation - None - Building
General Trades/Sub Contractor

Registered Construction Codes
01300 Administrative Requirements (Project Management/Coordinator)
05050 Basic Metal Materials and Methods
05100 Structural Metal Framing
05200 Metal Joists
05400 Cold-Formed Metal Framing
06400 Architectural Woodwork
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07600 Flashing and Sheet Metal
07900 Joint Sealers
10700 Exterior Protection

Registered Commodities
------------------------

010 Acoustical Tile, Insulating Materials, and Supplies 155 Buildings and Structures: Fabricated and Prefabricated
---



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## Construction & Landscape Services, Inc

### Detail Information

**Contact:** Michelle Bradley

Added on: 1/23/2013  
1:34:42 PM

**Address:** PO Box 1180  
Marshall, NC 28753  
MADISON  
United States

**Phone:** 828-649-9391

**Fax:** 828-649-9391

**Toll Free:**

**Email Address:** cls\_inc@frontier.com

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 67397 Limitation - Limited - Building
Electrical Contractor - NONE

Registered Construction Codes
01900 Facility Decommissioning (Hauling/Debris Removal)
02050 Basic Site Materials and Methods
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02450 Foundation and Load-Bearing Elements
02600 Drainage and Containment
02700 Bases, Ballasts, Pavements, and Appurtenances
02800 Site Improvements and Amenities
02900 Planting
02950 Site Restoration and Rehabilitation
03050 Basic Concrete Materials and Methods
03200 Concrete Reinforcement



06050 Basic Wood and Plastic Materials and Methods
06100 Rough Carpentry
06200 Finish Carpentry
06400 Architectural Woodwork
13020 Building Modules
13120 Pre-Engineered Structures
13200 Storage Tanks
13220 Filter Underdrains and Media
13280 Hazardous Material Remediation



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## **express logistics services,inc**

### **Detail Information**

**Contact:** kojo sapon

Added on: 8/31/2007  
7:04:26 PM

**Address:** P.O. BOX 19761  
CHARLOTTE, NC 28219  
MECKLENBURG  
United States

**Phone:** 704-241-6336

**Fax:** 803-396-3896

**Toll Free:**

**Email Address:** kojo119@yahoo.com

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Corporation

<b>Service Type/License/Work Classification</b>
General Contractor Limitation - None - Building;Highway;Residential;Unclassified;Utilities General Trades/Sub Contractor

<b>Registered Construction Codes</b>
02050 Basic Site Materials and Methods
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02400 Tunneling, Boring, and Jacking
02450 Foundation and Load-Bearing Elements
02600 Drainage and Containment
02800 Site Improvements and Amenities
02950 Site Restoration and Rehabilitation
03050 Basic Concrete Materials and Methods
04050 Basic Masonry Materials and Methods

Registered Commodities
135 Bricks, Clay, Refractory Materials, Stone, And Tile Products
650 Park, Playground, Rec. Area, Swimming Pool Equip-Supplies
745 Road and Highway Building Materials (Aphaltic)
750 Road and Highway Building Materials (Not Aphaltic)
755 Road, Highway Asphalt & Concrete Handling & Processing Equip
760 Road and Highway Equipment: Earth Handling, Grading
765 Road, Highway Equipment (Except Equip In Classes 755 & 760)



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## jls company llc

### Detail Information

**Contact:** tommy hart

Added on: 2/27/2006  
10:15:43 AM

**Address:** P.O. Box 1265  
Skyland, NC 28776  
BUNCOMBE  
United States

**Phone:** 828-684-7776

**Fax:** 828-684-7724

**Toll Free:**

**Email Address:** [tommy@jlscompanyllc.com](mailto:tommy@jlscompanyllc.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Service Type/License/Work Classification
General Contractor NC License No. 59607 Limitation - Unlimited - Highway
Electrical Contractor - NONE

Registered Construction Codes
02050 Basic Site Materials and Methods
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02400 Tunneling, Boring, and Jacking
02450 Foundation and Load-Bearing Elements
02500 Utility Services
02600 Drainage and Containment
02700 Bases, Ballasts, Pavements, and Appurtenances
02800 Site Improvements and Amenities
02900 Planting
02950 Site Restoration and Rehabilitation
03050 Basic Concrete Materials and Methods

03100 Concrete Forms and Accessories 03300 Cast-In-Place Concrete
--

Registered Commodities
909 Building Construction Services, New (Incl. Main. And Repair)
910 Building Maintenance, Installation And Repair Services
912 Construction Services, General (Incl. Main And Repair)
913 Construction Services, Heavy (Incl. Maint And Repair)
914 Construction Services, Trade (New Construction)



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## Headwaters Enterprises, Inc

### Detail Information

**Contact:** Holly Ambler

Added on: 10/16/2010  
7:09:28 AM

**Address:** PO Box 3315  
Boone, NC 28607  
WATAUGA  
United States

**Phone:** (828)963-8758

**Fax:**

**Toll Free:**

**Email Address:** office@headwaters.us

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 36972 Limitation - Unlimited - Building
---

Registered Construction Codes
-------------------------------

06050 Basic Wood and Plastic Materials and Methods
06100 Rough Carpentry
06200 Finish Carpentry
06400 Architectural Woodwork
07400 Roofing and Siding Panels
08050 Basic Door and Window Materials and Methods
08200 Wood and Plastic Doors
08500 Windows
08700 Hardware
10670 Storage Shelving
10800 Toilet, Bath, and Laundry Accessories
10900 Wardrobe and Closet Specialties
12300 Manufactured Casework



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## Master Builders inc

### Detail Information

**Contact:** Kennedy Kyei

Added on:  
11/28/2014 3:47:52  
PM

**Address:** General contractor/  
Construction  
3519 Darby ave #B  
Charlotte, NC 28216  
MECKLENBURG  
United States

**Phone:** 704-280-0449

**Fax:**

**Toll Free:**

**Email Address:** masterbuilders14@gmail.com

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 74185 Limitation - Unlimited - Building;Residential
Electrical Contractor - NONE
General Trades/Sub Contractor NC License No. 74185

Registered Construction Codes
01300 Administrative Requirements (Project Management/Coordinator)
01400 Quality Requirements (Architecture/Design)
01500 Temporary Facilities and Controls
01600 Product Requirements (Materials/Equipment)
01700 Execution Requirements (Engineering/Survey)
01800 Facility Operation (Maintenance)
01900 Facility Decommissioning (Hauling/Debris Removal)
03050 Basic Concrete Materials and Methods

03100 Concrete Forms and Accessories 03200 Concrete Reinforcement 03300 Cast-In-Place Concrete 03400 Precast Concrete 03500 Cementitious Decks and Underlayment 03700 Mass Concrete 03900 Concrete Restoration and Cleaning 04050 Basic Masonry Materials and Methods 04200 Masonry Units 04400 Stone 04500 Refractories 04600 Corrosion-Resistant Masonry 04700 Simulated Masonry 04800 Masonry Assemblies 04900 Masonry Restoration and Cleaning 06100 Rough Carpentry 06200 Finish Carpentry 07300 Shingles, Roof Tiles, and Roof Coverings 07400 Roofing and Siding Panels 08050 Basic Door and Window Materials and Methods 08500 Windows 09200 Plaster and Gypsum Board 09300 Tile 09500 Ceilings 09600 Flooring 09700 Wall Finishes 09800 Acoustical Treatment 09900 Paints and Coatings 15700 Heating, Ventilating, and Air Conditioning Equipment
--

Registered Commodities
------------------------

909 Building Construction Services, New (Incl. Main. And Repair)
910 Building Maintenance, Installation And Repair Services
912 Construction Services, General (Incl. Main And Repair)
913 Construction Services, Heavy (Incl. Maint And Repair)
914 Construction Services, Trade (New Construction)





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## Merrill Masonry, Inc

### Detail Information

**Contact:** Deborah Stout

Added on: 3/11/2010  
8:25:55 AM

**Address:** P O Box 1095  
Brevard, NC 28712  
TRANSYLVANIA  
United States

**Phone:** 828-883-2444

**Fax:** 828-884-9265

**Toll Free:**

**Email Address:** mminc@citcom.net

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 16175 Limitation - Limited - Building General Trades/Sub Contractor
--

Registered Construction Codes
-------------------------------

04050 Basic Masonry Materials and Methods
04200 Masonry Units
04400 Stone
04500 Refractories
04600 Corrosion-Resistant Masonry
04700 Simulated Masonry
04800 Masonry Assemblies
04900 Masonry Restoration and Cleaning

---



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## Oglesby Contracting Co., Inc.

### Detail Information

**Contact:** Mike Oglesby

Added on:  
10/9/2007  
3:27:47 PM

**Address:** PO Box 739  
HUNTERSVILLE, NC 28070  
MECKLENBURG  
United States

**Phone:** (704)597-7020

**Fax:**

**Toll Free:**

**Email Address:** [mikeo@oglesbycontracting.com](mailto:mikeo@oglesbycontracting.com)

**Small Business:** No

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
--

Registered Construction Codes
-------------------------------

07200 Thermal Protection
07300 Shingles, Roof Tiles, and Roof Coverings
07400 Roofing and Siding Panels
07500 Membrane Roofing
07600 Flashing and Sheet Metal
07700 Roof Specialties and Accessories



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## TEC Electric, LLC

### Detail Information

**Contact:** Larry Harris

Added on: 1/3/2007  
6:43:36 PM

**Address:** 1800 D Associates Lane  
Charlotte, NC 28217  
MECKLENBURG  
United States

**Phone:** (704)394-5097 x 205

**Fax:**

**Toll Free:**

**Email Address:** [larry.harris@harriselec.com](mailto:larry.harris@harriselec.com)

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** LLC

Service Type/License/Work Classification
--

Electrical Contractor NC License No. 27003-U - U (Unlimited) Engineering Service
---

Registered Construction Codes
-------------------------------

16050 Basic Electrical Materials and Methods 16100 Wiring Methods 16200 Electrical Power 16400 Low-Voltage Distribution 16500 Lighting 16700 Communications 16800 Sound and Video
---

Registered Commodities
------------------------

925 Engineering Services, Professional
--



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## DAVIDSON SASH & DOOR INC

### Detail Information

**Contact:** Jane Worley

Added on: 7/13/1999  
2:40:20 PM

**Address:** 1358 Piedmont Drive  
Lexington, NC 27295  
DAVIDSON  
United States

**Phone:** 336-249-0276 x 26

**Fax:** 336-249-7750

**Toll Free:** 800-472-7274

**Email Address:** [jworley@davidsonsash.com](mailto:jworley@davidsonsash.com)

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 9502 Limitation - Unlimited - Building
--

Registered Construction Codes
-------------------------------

08500 Windows
---------------

08700 Hardware
----------------

Registered Commodities
------------------------

909 Building Construction Services, New (Incl. Main. And Repair)
--

910 Building Maintenance, Installation And Repair Services
--



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## L&L Drywall & Construction Inc

### Detail Information

**Contact:** David Locklear

Added on: 6/19/2007  
1:25:55 PM

**Address:** 1617 Gillespie Street  
Fayetteville, NC 28306  
CUMBERLAND  
United States

**Phone:** (910)485-6002

**Fax:** (910)485-5622

**Toll Free:**

**Email Address:** dl@lldrywall-  
construction.com

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 53761 Limitation - Intermediate - Building
--

Registered Construction Codes
-------------------------------

01300 Administrative Requirements (Project Management/Coordinator)
01400 Quality Requirements (Architecture/Design)
01500 Temporary Facilities and Controls
01600 Product Requirements (Materials/Equipment)
01700 Execution Requirements (Engineering/Survey)
01800 Facility Operation (Maintenance)
01900 Facility Decommissioning (Hauling/Debris Removal)
02050 Basic Site Materials and Methods
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02450 Foundation and Load-Bearing Elements
02500 Utility Services

02600 Drainage and Containment
02700 Bases, Ballasts, Pavements, and Appurtenances
02800 Site Improvements and Amenities
02900 Planting
02950 Site Restoration and Rehabilitation
09050 Basic Finish Materials and Methods
09100 Metal Support Assemblies
09200 Plaster and Gypsum Board
09300 Tile
09400 Terrazzo
09500 Ceilings
09600 Flooring
09700 Wall Finishes
09800 Acoustical Treatment
09900 Paints and Coatings



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## M. MICHAEL ELKIS CO., INC

### Detail Information

**Contact:** Leigh Covington

Added on: 9/22/2009  
11:43:47 AM

**Address:** PO Box 49128  
Greensboro, NC 27419  
GUILFORD  
United States

**Phone:** 336-299-2213

**Fax:** 336-299-9963

**Toll Free:**

**Email Address:** [lcovington@melkis.com](mailto:lcovington@melkis.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 39152 Limitation - Intermediate - Building General Trades/Sub Contractor NC License No. 39152
--

Registered Construction Codes
-------------------------------

08300 Specialty Doors 10350 Flagpoles 10500 Lockers 10600 Partitions 10670 Storage Shelving 11130 Audio-Visual Equipment 11470 Darkroom Equipment 11480 Athletic, Recreational, and Therapeutic Equipment
--

Registered Commodities
------------------------

655 Photographic Equipment, Film, And Supplies 805 Sporting Goods, Athletic and Athletic Facility Equipment
--



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## Carolina Flooring Contractors

### Detail Information

**Contact:** Teresa Brown

Added on:  
8/1/2003 3:03:09  
PM

**Address:** 5476 Boylston Highway  
Hendersonville, NC 28759  
HENDERSON  
United States

**Phone:** 828-776-7076

**Fax:** 828-891-8798

**Toll Free:**

**Email Address:** [tbrown@carolinaflooring.com](mailto:tbrown@carolinaflooring.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

09600 Flooring
----------------

Registered Commodities
------------------------

914 Construction Services, Trade (New Construction)
---





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**Lomax Tile & Stone Supply, LLC**

**Detail Information**

**Contact:** Laura Hannah

Added on: 1/13/2010  
9:53:55 AM

**Address:** 104 Eastside Drive  
Suite 506  
Black Mountain, NC 28711  
BUNCOMBE  
United States

**Phone:** 828-669-2988

**Fax:** 828-669-2908

**Toll Free:**

**Email Address:** lhannah@lomaxtile.com

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Registered Construction Codes
-------------------------------

09300 Tile
------------



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## Whitmire Decorating/WDC, Inc.

### Detail Information

**Contact:** Shaun McClain

Added on: 7/1/2010  
12:03:30 PM

**Address:** PO Box 513  
Conover, NC 28613  
CATAWBA  
United States

**Phone:** 828-464-8865

**Fax:**

**Toll Free:**

**Email Address:** wdc1@charter.net

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

04900 Masonry Restoration and Cleaning
07100 Dampproofing and Waterproofing
07900 Joint Sealers
09900 Paints and Coatings
13280 Hazardous Material Remediation



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## BENCO STEEL, INC

### Detail Information

**Contact:** Jackie Childers

Added on: 6/6/2002  
10:44:12 AM

**Address:** P.O. Box 2053  
2710 Hwy. 70 S.E.  
Hickory, NC 28601  
CATAWBA  
United States

**Phone:** 828-328-1714

**Fax:** 828-328-8477

**Toll Free:** 800-222-5741

**Email Address:** [jchilders@bencosteel.com](mailto:jchilders@bencosteel.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

#### Registered Construction Codes

05050 Basic Metal Materials and Methods  
05100 Structural Metal Framing  
05200 Metal Joists  
05300 Metal Deck  
05400 Cold-Formed Metal Framing  
05500 Metal Fabrications  
05700 Ornamental Metal

#### Registered Commodities

570 Metals: Bars, Plates, Rods, Sheets, Strips, Tubing, Etc.  
658 Pipe, Tubing, And Accessories (Not Fittings)



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## Ecosystems Grading Solutions

### Detail Information

**Contact:** Mary Koone

Added on: 8/3/2009  
11:59:42 AM

**Address:** 6624 Roper Hollow Road  
Morganton, NC 28655  
BURKE  
United States

**Phone:** 828-584-3018

**Fax:** 828-584-3018

**Toll Free:**

**Email Address:** koo855@bellsouth.net

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 68051 Limitation - Limited - Highway
Electrical Contractor - NONE
General Trades/Sub Contractor NC License No. 68051

Registered Construction Codes
01900 Facility Decommissioning (Hauling/Debris Removal)
02100 Site Remediation
02200 Site Preparation
02300 Earthwork
02600 Drainage and Containment
02950 Site Restoration and Rehabilitation

Registered Commodities
912 Construction Services, General (Incl. Main And Repair)
913 Construction Services, Heavy (Incl. Maint And Repair)
947 Forestry Services



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## Latino Group Drywall, LLC

### Detail Information

**Contact:** Alejandro Anaya

Added on: 1/24/2011  
2:33:33 PM

**Address:** 301 10th Street NW, Suite  
F104  
Conover, NC 28613  
CATAWBA  
United States

**Phone:** (828)465-3147

**Fax:** (828)465-7229

**Toll Free:**

**Email Address:** lg\_drywall@att.net

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** LLC

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

05100 Structural Metal Framing
05400 Cold-Formed Metal Framing
09200 Plaster and Gypsum Board
09500 Ceilings
09700 Wall Finishes
09800 Acoustical Treatment



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**Morrison ElectroStatic Painting, Inc.**

**Detail Information**

**Contact:** Susan Crowder

Added on: 6/8/2015  
1:12:22 PM

**Address:** PO Box 522  
Terrell, NC 28682  
CATAWBA  
United States

**Phone:** 828-851-4779

**Fax:** 828-478-1199

**Toll Free:**

**Email Address:** [susan@morrisonespi.com](mailto:susan@morrisonespi.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Registered Commodities
------------------------

630 Paint, Protective Coatings, Varnish, Wallpaper, Etc.
--

---



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## YMC INC

### Detail Information

**Contact:** YVONNE KISER

Added on: 3/24/2008  
10:12:10 AM

**Address:** 1711 D&K GLASS ROAD  
HICKORY, NC 28602  
CATAWBA  
United States

**Phone:** (828)324-4627

**Fax:**

**Toll Free:**

**Email Address:** YMCINC@YAHOO.COM

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Registered Construction Codes
08050 Basic Door and Window Materials and Methods
08400 Entrances and Storefronts
08500 Windows

Registered Commodities
440 Glass and Glazing Supplies



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## Waterproofing Specialties Inc.

### Detail Information

**Contact:** Shannon Tomasetti

Added on: 4/1/2003  
4:55:24 PM

**Address:** 8086 Waterford Drive  
Stanley, NC 28164  
LINCOLN  
United States

**Phone:** 704-489-2099 x 1

**Fax:** 704-489-2265

**Toll Free:**

**Email Address:** shannon@wsi-nc.com

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 51665 Limitation - Limited - Building
General Trades/Sub Contractor

Registered Construction Codes
05800 Expansion Control
07050 Basic Thermal and Moisture Protection Materials and Methods
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07300 Shingles, Roof Tiles, and Roof Coverings
07400 Roofing and Siding Panels
07500 Membrane Roofing
07600 Flashing and Sheet Metal
07700 Roof Specialties and Accessories
07800 Fire and Smoke Protection
07900 Joint Sealers



Registered Commodities
912 Construction Services, General (Incl. Main And Repair)
914 Construction Services, Trade (New Construction)



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**RB Inc.**

**Detail Information**

**Contact:** Pamela Drane

Added on: 3/22/2016  
9:21:26 AM

**Address:** 430 Woodchase Green  
Drive  
Fuquay-Varina, NC 27526  
WAKE  
United States

**Phone:** 919-255-8531

**Fax:**

**Toll Free:**

**Email Address:** [pameladrane@rbi-nc.com](mailto:pameladrane@rbi-nc.com)

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 66997 Limitation - None - Building
Electrical Contractor - NONE



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---

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## Eastern Corporation

### Detail Information

**Contact:** Daniel Park

Added on: 4/22/2009  
3:30:19 PM

**Address:** 124 Franklin Park Drive  
Youngsville, NC 27596  
FRANKLIN  
United States

**Phone:** 919-562-8123

**Fax:** 919-562-7297

**Toll Free:**

**Email Address:** [dpark@usaeastern.com](mailto:dpark@usaeastern.com)

**Small Business:** No

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 47258 Limitation - Unlimited - Building
General Trades/Sub Contractor NC License No. 47258

Registered Construction Codes
07400 Roofing and Siding Panels
07500 Membrane Roofing
07600 Flashing and Sheet Metal
07700 Roof Specialties and Accessories
13120 Pre-Engineered Structures



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## E. LUKE GREENE CO. INC.

### Detail Information

**Contact:** Steve Morton      **Added on:** 4/25/2005  
8:55:24 AM  
**Address:** 619 E. Maple Street  
Johnson City, TN 37601  
United States  
**Phone:** 423-926-1151  
**Fax:** 423-926-5558  
**Toll Free:**  
**Email Address:** [steve@elukegreene.com](mailto:steve@elukegreene.com)

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor Limitation - None - Building General Trades/Sub Contractor
--

Registered Construction Codes
-------------------------------

01800 Facility Operation (Maintenance) 01900 Facility Decommissioning (Hauling/Debris Removal) 02100 Site Remediation 02200 Site Preparation 02400 Tunneling, Boring, and Jacking 03050 Basic Concrete Materials and Methods 13280 Hazardous Material Remediation 15800 Air Distribution
---

Registered Commodities
------------------------

031 Air Cond, Heating, Vent.: Equipment, Parts And Accessories 909 Building Construction Services, New (Incl. Main. And Repair) 910 Building Maintenance, Installation And Repair Services
--

912 Construction Services, General (Incl. Main And Repair)
913 Construction Services, Heavy (Incl. Maint And Repair)
914 Construction Services, Trade (New Construction)
926 Environmental and Ecological Services



State of North Carolina  
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## Cherokee Acoustical llc

### Detail Information

**Contact:** Tim Anderson

Added on: 11/12/2009  
1:51:36 PM

**Address:** 109 Durbin Rd  
Blairsville, GA 30512  
United States

**Phone:** 828-557-6501

**Fax:**

**Toll Free:**

**Email Address:** [tim@cherokeecoustical.com](mailto:tim@cherokeecoustical.com)

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** LLC

Service Type/License/Work Classification
General Contractor Limitation - None - Building
General Trades/Sub Contractor

Registered Construction Codes
01300 Administrative Requirements (Project Management/Coordinator)
05050 Basic Metal Materials and Methods
05100 Structural Metal Framing
05200 Metal Joists
05400 Cold-Formed Metal Framing
06400 Architectural Woodwork
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07600 Flashing and Sheet Metal
07900 Joint Sealers
10700 Exterior Protection

Registered Commodities
------------------------

010 Acoustical Tile, Insulating Materials, and Supplies 155 Buildings and Structures: Fabricated and Prefabricated
---



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---

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## Capital City Sealants , LLC

### Detail Information

**Contact:** carrie Smith

**Added on:** 2/21/2011  
5:03:07 PM

**Address:** 10600 tredwood drive  
raleigh, NC 27614  
WAKE  
United States

**Phone:** (919)427-4077

**Fax:** (919)518-1478

**Toll Free:**

**Email Address:** capitalcityseal@aol.com

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** LLC

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

07050 Basic Thermal and Moisture Protection Materials and Methods
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07800 Fire and Smoke Protection
07900 Joint Sealers





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## BENTON ROOFING

### Detail Information

**Contact:** Caleb Benton

Added on:  
8/26/2016  
12:25:08 PM

**Address:** 2421 Spartanburg HWY  
East Flat Rorck, NC 28726  
HENDERSON  
United States

**Phone:** 828-693-3362 x 764882

**Fax:**

**Toll Free:**

**Email Address:** calebbenton@bentonroofing.com

**Small Business:** Yes

**HUB Certified:** Yes D

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 46342 Limitation - Unlimited - Building
Electrical Contractor - NONE

Registered Construction Codes
05050 Basic Metal Materials and Methods
07500 Membrane Roofing

Registered Commodities
770 Roofing Materials And Supplies
914 Construction Services, Trade (New Construction)



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## BLANKENSHIP ASSOCIATES INC

### Detail Information

**Contact:** Traci Smith

Added on:  
10/8/2002  
7:32:10 PM

**Address:** PO Box 30425  
Raleigh, NC 27622 WAKE  
United States

**Phone:** 919-787-1346 x 102

**Fax:** 919-783-8874

**Toll Free:**

**Email Address:** [tsmith@blankenshipassociates.com](mailto:tsmith@blankenshipassociates.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 51402 Limitation - Intermediate - Building;Utilities
General Trades/Sub Contractor NC License No. 51402

Registered Construction Codes
06400 Architectural Woodwork
10150 Compartments and Cubicles
10670 Storage Shelving
11050 Library Equipment
11060 Theater and Stage Equipment
11070 Instrumental Equipment
11480 Athletic, Recreational, and Therapeutic Equipment
11600 Laboratory Equipment
12300 Manufactured Casework
12400 Furnishings and Accessories
12500 Furniture
12600 Multiple Seating

12700 Systems Furniture

**Registered Commodities**

155 Buildings and Structures: Fabricated and Prefabricated  
175 Chemical Laboratory Equipment and Supplies  
410 Furniture: Health Care, Hospital And/Or Doctor'S Office  
415 Furniture: Laboratory  
420 Furniture: Cafeteria, Dorm., House, Library, Lounge, School  
425 Furniture: Office  
490 Laboratory Equip, Acc. & Supplies: Nuclear, Optical, Physica  
493 Laboratory Equip, Acc, & Supplies: Biochemistry, Chem, Envir  
578 Miscellaneous Products (Not Otherwise Classified)  
785 School Equipment, Teaching Aids, And Supplies  
805 Sporting Goods, Athletic and Athletic Facility Equipment  
880 Visual Education Equipment and Supplies  
910 Building Maintenance, Installation And Repair Services  
912 Construction Services, General (Incl. Main And Repair)  
914 Construction Services, Trade (New Construction)



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## Applied Waterproofing Company

### Detail Information

**Contact:** Bianca Harring

Added on: 2/23/2011  
5:47:08 PM

**Address:** 11120 Heritage Green Drive  
Cornelius, NC 28031  
MECKLENBURG  
United States

**Phone:** 704-712-1769

**Fax:**

**Toll Free:**

**Email Address:** biancah@appliedwc.net

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

05800 Expansion Control
07050 Basic Thermal and Moisture Protection Materials and Methods
07100 Dampproofing and Waterproofing
07900 Joint Sealers



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## Piedmont Fence Inc.

### Detail Information

**Contact:** Carrie West

Added on: 4/29/2009  
1:46:40 PM

**Address:** 163 South Village Drive  
Winston-Salem, NC 27127  
FORSYTH  
United States

**Phone:** 336-764-1163

**Fax:** 336-764-2830

**Toll Free:** 866-764-1170

**Email Address:** cwest@piedmontfence.com

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 66169 Limitation - Limited - Building
Electrical Contractor - NONE
General Trades/Sub Contractor

Registered Construction Codes
02300 Earthwork
02800 Site Improvements and Amenities

Registered Commodities
330 Fencing
912 Construction Services, General (Incl. Main And Repair)



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## CMC FLOORING ENTERPRISES INC

### Detail Information

**Contact:** RAUL MENDOZA

Added on: 3/11/2015  
8:40:46 PM

**Address:** 5228 N ROXBORO RD  
DURHAM, NC 27712  
DURHAM  
United States

**Phone:** 919-267-2011

**Fax:** 919-267-2036

**Toll Free:** 919-267-2011

**Email Address:** [info@cmcflooringent.com](mailto:info@cmcflooringent.com)

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Corporation

Service Type/License/Work Classification
General Contractor NC License No. 76349 Limitation - Limited - Building;Residential Architectural Service General Trades/Sub Contractor

Registered Construction Codes
09050 Basic Finish Materials and Methods 09300 Tile 09600 Flooring 09700 Wall Finishes 09900 Paints and Coatings

Registered Commodities
360 Floor Covering, Floor Covering Installation Equipment 365 Floor Maintenance Machines, Parts, and Accessories 630 Paint, Protective Coatings, Varnish, Wallpaper, Etc. 631 Paint,Varnish,Wallpaper,&Related Products, Envir. Certified

909 Building Construction Services, New (Incl. Main. And Repair)
910 Building Maintenance, Installation And Repair Services
912 Construction Services, General (Incl. Main And Repair)
914 Construction Services, Trade (New Construction)



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## Firestop Carolinas, Inc.

### Detail Information

**Contact:** Pamela Wellons

Added on: 8/27/2002  
12:23:14 AM

**Address:** P.O. Box 3577  
Mooresville, NC 28117  
IREDELL  
United States

**Phone:** 704-662-7720

**Fax:**

**Toll Free:**

**Email Address:** [pamw@firestopcarolinas.com](mailto:pamw@firestopcarolinas.com)

**Small Business:** Yes

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Contractor NC License No. 57904 Limitation - Limited - Building
---

Registered Construction Codes
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07800 Fire and Smoke Protection
07900 Joint Sealers

Registered Commodities
------------------------

909 Building Construction Services, New (Incl. Main. And Repair)
912 Construction Services, General (Incl. Main And Repair)
914 Construction Services, Trade (New Construction)





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## M.R. Waterproofing

### Detail Information

**Contact:** Yavonne Rodriguez

Added on: 7/16/2008  
10:11:15 AM

**Address:** 5294 Tartan Court  
McLeansville, NC 27301  
GUILFORD  
United States

**Phone:** (336)697-8001

**Fax:** (336)697-8008

**Toll Free:**

**Email Address:** yrodrig@bellsouth.net

**Small Business:** Yes

**HUB Certified:** Yes M

**Business Type:** Sole Proprietorship

Service Type/License/Work Classification
--

General Contractor Limitation - Limited - Building
--

Registered Construction Codes
-------------------------------

07050 Basic Thermal and Moisture Protection Materials and Methods
07100 Dampproofing and Waterproofing
07200 Thermal Protection
07300 Shingles, Roof Tiles, and Roof Coverings
07400 Roofing and Siding Panels
07500 Membrane Roofing
07600 Flashing and Sheet Metal
07700 Roof Specialties and Accessories
07900 Joint Sealers

Registered Commodities
------------------------

909 Building Construction Services, New (Incl. Main. And Repair)
912 Construction Services, General (Incl. Main And Repair)



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## E. LUKE GREENE CO. INC.

### Detail Information

**Contact:** Jeff Jones

Added on: 11/16/2009  
9:55:18 AM

**Address:** 4807 DOUGLAS DAM RD  
STRAWBERRY PLAINS, TN  
37871  
United States

**Phone:** 865-933-5902

**Fax:** 865-933-8063

**Toll Free:**

**Email Address:** jeffjones@elukegreene.com

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

Electrical Contractor - NONE
------------------------------

Registered Construction Codes
-------------------------------

02100 Site Remediation
02800 Site Improvements and Amenities
02950 Site Restoration and Rehabilitation
03050 Basic Concrete Materials and Methods
13280 Hazardous Material Remediation
15800 Air Distribution

Registered Commodities
------------------------

913 Construction Services, Heavy (Incl. Maint And Repair)
926 Environmental and Ecological Services



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## Asheville Contracting Co., Inc

### Detail Information

**Contact:** Colleen Fraga

Added on: 11/16/2016  
1:02:00 AM

**Address:** P.O. BOX 1540  
1270 SMOKEY PARK  
HIGHWAY  
CANDLER, NC 28715  
BUNCOMBE  
United States

**Phone:** 828-665-8900

**Fax:**

**Toll Free:**

**Email Address:** Colleen@ashevillefence.com

**Small Business:** No

**HUB Certified:** Yes W

**Business Type:** Corporation

Service Type/License/Work Classification
--

General Trades/Sub Contractor
-------------------------------

Registered Construction Codes
-------------------------------

05050 Basic Metal Materials and Methods
05500 Metal Fabrications
11150 Parking Control Equipment
11280 Hydraulic Gates and Valves
13185 Kennels and Animal Shelters
13700 Security Access and Surveillance

Registered Commodities
------------------------

330 Fencing
-------------

**PERFORMANCE BOND**

Date of Execution of this Bond March 11, 2019

Name and Address of Principal (Contractor) H&M Constructors, A Division of M.B. Haynes Corporation  
187 Deaverview Rd.  
Asheville, NC 28806

Name and Address of Surety Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

Name and Address of Contracting Body Buncombe County  
40 McCormick Place  
Asheville, NC 28801

Amount of Bond \$818,700.00  
Eight Hundred Eighteen Thousand Seven Hundred and No/100

Contract That certain contract by and between the Principal and the Contracting Body above named dated 3/11/2019 for the project entitled Buncombe County Government: Renovations to 50 Coxe Ave.

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

H&M Constructors,  
A Division of M.B. Haynes Corporation  
Principal (Name of individual, individual and  
trade name, partnership, corporation, or joint  
venture)

BY: \_\_\_\_\_ (SEAL)  
Greg Borden

TITLE: Senior Vice-President  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_  
Donna N. Letterman

TITLE: Assistant Corporate Secretary  
(Corporation Secretary or  
Assistant Secretary Only)

WITNESS:

  
\_\_\_\_\_  
Noah Pierce

Fidelity and Deposit Company of Maryland  
Surety (Name of Surety Company)

BY   
Catherine Thompson

TITLE Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

  
\_\_\_\_\_  
N.C. Licensed Resident Agent  
Catherine Thompson

P.O. Box 31817, Charlotte, NC 28231  
(Address of Attorney in Fact)



**PAYMENT BOND**

Date of Execution of  
this Bond

March 11, 2019

Name and Address of  
Principal (Contractor)

H&M Constructors, A Division of M.B. Haynes Corporation  
187 Deaverview Rd.  
Asheville, NC 28806

Name and Address  
of Surety

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

Name and Address of  
Contracting Body

Buncombe County  
40 McCormick Place  
Asheville, NC 28801

Amount of Bond

\$818,700  
Eight Hundred Eighteen Thousand Seven Hundred and No/100

Contract

That certain contract by and between the Principal and the Contracting  
Body above named dated March 11, 2019 for the project  
entitled Buncombe County Government: Renovations to 50 Coxe Ave.

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified and shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be hereafter be made, notice of which modification and extension of item to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:


\_\_\_\_\_  
(Proprietorship or Partnership)

ATTEST: (Corporation)

By: \_\_\_\_\_ (SEAL)  
Donna N. Letterman

Title: Assistant Corporate Secretary  
(Corporation Secretary or  
Assistant Secretary Only)

WITNESS:

  
Noah Pierce

COUNTERSIGNED:

  
N.C. Licensed Resident Agent  
Catherine Thompson


H&M Constructors, A Division of M.B. Haynes Corporation  
Principal (Name of Individual, individual and trade name,  
partnership, corporation, or joint venture)

By: \_\_\_\_\_ (SEAL)  
Greg Borden

Title: Senior Vice-President  
(Owner, partner, office held in corporation,  
joint venture)

**(Corporate Seal of Principal)**

Fidelity and Deposit Company of Maryland  
Surety ( Name of Surety Company)

By:   
Catherine Thompson

Title: \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

P.O. Box 31817, Charlotte, NC 28231  
(Address of Attorney in Fact)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Walter CALDWELL, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH and Carol S. CARD**, all of Charlotte, North Carolina, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Assistant Secretary  
Dawn E. Brown*

*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11 day of March, 2019.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Service of Asheville P.O. Box 530 Asheville NC 28802		<b>CONTACT</b> NAME: Karen Pressley PHONE (A/C, No, Ext): 828-253-1668 E-MAIL ADDRESS: certificates@isa-avl.com		<b>FAX</b> (A/C, No): 828-258-8164
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Cincinnati Insurance Company		10677
		INSURER B: Columbia Casualty Company		31127
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D: National Union Fire Insurance Company		
		INSURER E: Cincinnati Insurance Company		10677
		INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 602256495

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CAP 5245007	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP 5245007	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP15R2659618NF	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WC012016041	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			C2088289350	6/17/2018	6/17/2019	2,000,000 each claim 2,000,000 Agg.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured and Waiver of Subrogation Applies to General Liability and Auto When Required by Written Contract. Waiver of Subrogation Applies to Workers Compensation When Required by Written Contract. Umbrella Follows Form.  
Buncombe County is named as an additional insured for General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Buncombe County 40 McCormick Place Asheville NC 28801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Additional Named Insureds:

Haynes Electric Construction Company

Haynes Electric Utility Corporation

Haynes Heating and Cooling

Haynes Plumbing Systems

Haynes Technologies

H & M Constructors

H & M Industrial

Haynes Energy Solutions

Haynes Firestop

Haynes Controls

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Haynes Heating and Cooling

Haynes Plumbing Systems

Haynes Technologies

H & M Constructors

H & M Industrial

Haynes Energy Solutions

Haynes Firestop



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/4/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Insurance Service of Asheville P.O. Box 530 Asheville, NC 28802		<b>PHONE</b> (A/C, No, Ext): 828-253-1668		<b>COMPANY</b> Cincinnati Insurance Company P. O. Box 145496 Cincinnati OH 45250-5496	
<b>FAX</b> (A/C, No): 828-258-8164		<b>E-MAIL ADDRESS:</b> kpressley@isa-avl.com			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> MBHAY-1					
<b>INSURED</b> M. B. Haynes Corporation P.O. Box 16589 Asheville, NC 28816		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> CAP 5245007	
		<b>EFFECTIVE DATE</b> 11/01/2018		<b>EXPIRATION DATE</b> 11/01/2019	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Builder's Risk - Per Report

22,000,000

2,500

## REMARKS (Including Special Conditions)

Project: 50 Coxe Avenue Renovations, Asheville, North Carolina

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  Buncombe County 40 McCormick Place Asheville NC 28801	<input type="checkbox"/>	<b>ADDITIONAL INSURED</b>	<input type="checkbox"/>	<b>LENDER'S LOSS PAYABLE</b>	<input type="checkbox"/>	<b>LOSS PAYEE</b>
	<input type="checkbox"/>	<b>MORTGAGEE</b>	<input type="checkbox"/>			
	<b>LOAN #</b>					
<b>AUTHORIZED REPRESENTATIVE</b> 