

CON-17-00618



# Contract Routing Control Sheet

## Engineering

Contact: Krista Overman Phone: 373-2101

### Expense Contract

Tracking#: 12817 Date Submitted: 5/17/2017 Date Needed: 5/31/2017  
 Contract#: 2017-0310 Date Started: 5/17/2017 Est End Date: 5/18/2018  
 Coliseum#: 2017-0130 Change Order#: Lease#: Bid#: 63825  
 Requisition#: 63825 NCDOT#: Resolution#: Email For Pickup: ☒ Rush: ☐  
 Description: Guilford Metro 911 Exterior

#### Comments:

687-3901-01, 6019 156,000.00

Vendor: Bar Construction Co  
 Vendor#: 1503  
 Location: 611-A Industrial Avenue  
 Greensboro, NC 27406-4603

Account #	CBR	Amount
687-3901-01.5613		\$253,600.00
681-3904-04.5613		\$6,500.00
<b>Total:</b>		<b>\$260,100.00</b>

97600.00

#### Signatures

☒ **Dept Director** Reviewed By: [Signature] Date: 5/17/17  
☒ **Finance** Reviewed By: [Signature] Date: RECEIVED MAY 18 2017  
☒ **Accounting** Reviewed By: [Signature] Date: 6-8-17  
☒ **Attorney** Reviewed By: [Signature] Date: 6-15-17  
☒ **City Manager** Reviewed By: [Signature] Date: 6-16-17  
☐ **Mayor** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
☒ **City Clerk** Attested By: Angela Reed Date: 6-16-17  
☐ **Purchasing** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
☐ **CCD** Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIVED

JUN 15 2017

City Manager's Office

RECEIVED

JUN 16 2017

City Clerk's Office



May 16, 2017

**TO:** David Parrish  
Assistant City Manager

**FROM:** Kenney McDowell, E&I Director

**SUBJECT: Guilford Metro 911 Site Improvements**  
Contract 2017-0130

**BACKGROUND:**

Attached are the contract documents for the Guilford Metro 911 Site Improvements located at 1903 Midway st.

The scope of service that Bar Construction will be providing in this contract includes meeting with the owner, conducting site visits during the construction. The base bid work includes but is not limited to the partial demolition and removal of an existing asphalt parking lot, minor grading, completion of a new asphalt parking lot, new construction of site cast concrete stair, retaining walls and construction of new security fencing and gates. Work described in Alternate bid #2 to include additional paving and striping of existing gravel parking lot is included. Work described as Alternate bid #3-A to provide upgraded decorative fencing and railings. Attachment A gives a detailed break out of the proposed scope of services.

**Recommendation / Action Requested:**

Facilities request approval of the contract with Bar Construction Company. In the amount of Two hundred sixty thousand one hundred dollars and 00/100 (\$260,100)

**Financial Information:**

Funding for this contract is available in the following account:

687-3901-01-5613 ~~\$253,600 (Main work)~~ **\$97,600**  
681-3904-04-5613 \$6,500(Alternate Bid #2 and Alternate Bid #3A)

KM/jt **687-3901-01.6019 A17148 \$119,000**  
**687-3901-01.6019 A17149 \$37,000**

Contract: 2017-0130

Date: 06/08/2017

Vendor #: 1503

Proj#: P05834-51

## Fund Sufficiency Analysis (GL94.1 - PROD)

OK Cancel

- Organization Selection

Company 1

PROD9\_GL94.1\_FNDSUFF

Accounting Unit 687390101

Metro Communications Admin

Year

Inquire

Salaries

Benefits

M &amp; O

Budget	392,030.00	132,502.00	337,538.00
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Actual	362,644.69	125,670.66	150,587.30
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Encumbered	-	-	11,785.00
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Committed	-	-	-
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Unencumbered Balance	29,385.31	6,831.34	175,165.70
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Debt Svc

Transfers

Capital

Total

Budget	-	-	156,000.00	1,018,070.00
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Actual	-	-	-	638,902.65
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Encumbered	-	-	-	11,785.00
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Committed	-	-	-	-
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Unencumbered Balance	-	-	156,000.00	367,382.35
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## Fund Sufficiency Analysis (GL94.1 - PROD)

OK Cancel

- Organization Selection

Company 1

PROD9\_GL94.1\_FNDSUFF

Accounting Unit 681390404

800 Megahertz System

Year

Inquire

Salaries

Benefits

M &amp; O

Budget	621,721.00	217,356.00	2,255,726.00
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Actual	509,109.72	194,345.49	1,798,433.22
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Encumbered	-	-	100,292.47
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Committed	-	-	-
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Unencumbered Balance	112,611.28	23,010.51	357,000.31
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Debt Svc

Transfers

Capital

Total

Budget	649,360.00	777,480.00	9,832,400.00	14,354,043.00
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Actual	420,979.21	712,690.00	-	3,635,557.64
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Encumbered	593.55	-	-	100,886.02
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Committed	-	-	-	-
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Unencumbered Balance	227,787.24	64,790.00	9,832,400.00	10,517,599.34
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## Overman, Krista

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**From:** Smith, Christina  
**Sent:** Thursday, June 08, 2017 2:42 PM  
**To:** Overman, Krista  
**Subject:** RE: BA2017-272

Here you go...

687-3901-01.5613	\$97,600	
687-3904-04.5613	\$6,500	
687-3901-01.6019	\$119,000	A17148
687-3901-01.6019	\$37,000	A17149

Christina

**From:** Overman, Krista  
**Sent:** Thursday, June 08, 2017 2:34 PM  
**To:** Smith, Christina <Christina.Smith@greensboro-nc.gov>  
**Subject:** RE: BA2017-272

Yes, I definitely need to know account numbers and amounts.

Thanks!

**Krista Overman, Contracting Engineering Specialist**  
Engineering & Inspections  
300 West Washington Street  
PO Box 3136  
Greensboro, NC 27402  
336.373.2101  
[www.greensboro-nc.gov](http://www.greensboro-nc.gov)

**From:** Smith, Christina  
**Sent:** Thursday, June 08, 2017 2:32 PM  
**To:** Overman, Krista <[Krista.Overman@greensboro-nc.gov](mailto:Krista.Overman@greensboro-nc.gov)>  
**Cc:** Tyndall, Jeanne <[Jeanne.Tyndall@greensboro-nc.gov](mailto:Jeanne.Tyndall@greensboro-nc.gov)>; Wilson, Anita <[Anita.Wilson@greensboro-nc.gov](mailto:Anita.Wilson@greensboro-nc.gov)>  
**Subject:** FW: BA2017-272

Krista,

You can resubmit the contract 2017-0130 with Bar Construction for approval. Please let me know if you need help with account numbers, etc.

Thanks,  
Christina

**From:** Land, Sandy  
**Sent:** Thursday, June 08, 2017 2:29 PM



**DATE:** April 11, 2017  
**TO:** Butch Shumate, Facilities Division Manager  
**FROM:** Kirim McGee, M/WBE Specialist  
**DEPARTMENT:** Engineering and Inspections  
**SUBJECT:** Guilford Metro 911 Site Improvements

The M/WBE Office reviewed the documentation submitted by the lowest bidder, Bar Construction Company to determine compliance with the City's M/WBE Plan. The goals established for the contract were MBE 5% and WBE 7%. Bar Construction Company met both goals with the proposed M/WBE subcontractor utilization of MBE 5.4% and WBE 8.9%.

Bar Construction Company has agreed to meet its M/WBE commitment utilizing the following certified firms:

MBE	C2 Contractors, LLC	Guilford	Concrete	\$13,948.00	5.4%	B/Y
WBE	Piedmont Fence, Inc	Forsyth	Fencing	\$20,999.00	8.1%	W/Y
WBE	Mid-South Irrigation and Landscape	Forsyth	Landscape/Seeding	\$2,000.00	.8%	W/Y

Please be reminded that during the performance of the contract, if there is a change to the scope of work either through change orders or additions or if a subcontractor is replaced; the contractor must contact the M/WBE Office prior to making any such changes or substitutions.

Please give me a call if you have any questions.

Kirim McGee



12817

## SIGNATURE ATTACHMENT

Contract Number:

Project Name: Guilford Metro 911 Site Improvements

CONTRACTOR/ARCHITECT/ENGINEER: Bar Construction Company

BY: [Signature]

(Owner/President)

ATTEST: [Signature]

(Secretary)

(SEAL)

WITNESS: \_\_\_\_\_

APPROVED AS TO FORM: [Signature]

CITY ATTORNEY (Deputy)

APPROVED: [Signature]

Division Manager of Facilities Construction

5.17.17

APPROVED: [Signature]

DIRECTOR OF ENGINEERING AND INSPECTIONS

5/17/17

(This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act)

APPROVED: [Signature]

DEPUTY FINANCE OFFICER

APPROVED: [Signature]

ASSISTANT CITY MANAGER

ATTEST: [Signature]

CITY CLERK

Deputy

**CONTRACT FOR CITY OF GREENSBORO**  
**"Guilford Metro 911 Site Improvements"**  
**CITY OF GREENSBORO CONTRACT #2017- 0130**  
**CONTRACT DATED May 5, 2017**

This contract is made and entered into as of the 5th day of April 2017, by the City of Greensboro ("City") and Bar Construction Company ("Contractor"), (☒) corporation, (☐) a professional corporation, (☐) a professional association, (☐) a limited partnership, (☐) a sole proprietorship, or (☐) a general partnership; organized and existing under the laws of the State of North Carolina. **The date of commencement of the Work shall be fixed in a Notice To Proceed issued by the City.** The Contractor shall achieve Substantial Completion of the entire Work no later than **(120) consecutive calendar** days from the date of commencement

**Sec. 1. Background and Purpose.** Description Of Work: The base bid work includes but is not limited to the partial demolition and removal of an existing asphalt parking lot, minor grading, completion of a new asphalt parking lot, new construction of site cast concrete stair and retaining walls and construction of new security fencing and gates. Work described as Alternate bid #2 to include additional paving and striping of existing gravel parking is included. Work described as Alternate bid #3-A to provide upgraded decorative fencing and railings is included.

**Sec. 2. Services and Scope to be Performed.** The Contractor in this contract is to perform work related to **Guilford Metro 911 Site Improvements** in accordance with the drawings and specifications. "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3 Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as follows: **Two hundred sixty thousand one hundred dollars and 00/100 (\$260,100.00)** The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

**Sec. 5. Contractor's Billings to City.** Contractor shall submit three (3) original pay requests to the City project manager by the twentieth of each month to expedite payment. It is suggested the Contractor's superintendent meet with the City's construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the following items, all submitted on AIA G702 Application and Certificate or like forms (digital forms may be available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of
- e. City of Greensboro MWBE Appendix H, M/WBE Utilization Report showing MWBE Vendor and amount paid out for the month.

Invoices that are itemized in the tax table. Submit notarized originals. **\*If claiming no tax for the period, submit the statement and certification with table and note "no sales tax for this period" on the form.**

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment around the First(1st) of the month if received by the Twentieth. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include all close out documents as listed here:

- a. Certificate of Substantial Completion (3 copies)
- b. Consent of Surety Company to Final Payment
- c. Contractors Affidavit of Release of Liens
- d. Affidavit of Final Payment of Debts and Claims (notarized original with all fields complete)
- e. A letter from the Contractor stating that they have submitted all applicable sales taxes related to the project

**Sec. 6. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$1,000,000 per occurrence /\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate
Pollution Liability	\$2,000,000
Products & Completed Operations	\$1,000,000 per occurrence/\$2,000,000 aggregate
(Products and completed operations coverage are to be maintained for one (1) year after the date of Substantial Completion.)	
Property Damage	\$1,000,000 per occurrence/\$2,000,000 aggregate
(This shall include Fire, extended coverage, and Vandalism and Malicious Mischief on buildings and structures while in the course of construction.)	

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured on the Contractor's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Contractor will also secure its general liability insurance from an "A" rated insurance company licensed by the North Carolina Department of Insurance and acceptable to the City. The Contractor will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Contractor fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements. All those doing business with the City must have a current **Privilege License** issued by the City of Greensboro.

**Sec. 7. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 8. Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Project Specifications titled Guilford Metro 911 Site Improvements



Attachment B: Project Drawings titled Guilford Metro 911 Site Improvements  
Attachment C: Addenda 1 & 2  
Attachment D:  
Attachment E:  
Attachment F:

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

**Sec. 9. Notice.** (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

**To the City:**

City of Greensboro (Butch Shumate)  
P.O. Box 3136  
Greensboro, NC 27402  
Fax Number: (336) 373-2554

**To the Contractor:**

Bar Construction Company  
611-A Industrial Avenue  
Greensboro, NC 27406  
Fax Number: (336) 274-8694

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec.10. Indemnification.**

The Consultant shall indemnify, defend, save, and hold harmless, the City and all of its officers, agents, or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to the sole negligent act(s) or occurrence(s) of omission or commission of the Consultant, its Sub-consultants, agents, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Greensboro, its agents, officers, and employees with legal counsel reasonably acceptable to City.

**Sec. 11. Miscellaneous.**

(a) **Choice of Law and Forum.** This contract shall be deemed made in Guilford County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations includes all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Termination for Convenience. The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

(m) Right to Inspect Clause. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine and copy all such books, records and other documents of Consultant for the purpose of ensuring compliance with the terms of this contract for the current fiscal year plus three years.

(n) Allowances.

A. Contingency Allowance

1. Contractor shall use the contingency allowance only as directed by the Architect or Owner's representative for the purposes of completing the scope of work in this contract and only by Change Orders that indicate amounts to be charged to the allowance.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, rental, and similar costs.
3. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins as outlined below.

(o) Change Orders. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Scope of Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. Any Change

Order shall show on its face the adjustment in time for completion of the Project as a result of the change in the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses and incidentals. The Contractor shall submit a written and itemized proposal for each Change Order under consideration (Change Proposal Requests) within 10 working days of receipt of a pricing request. The allowance for overhead and profit for changes shall be in accordance with the following schedule:

1. For the Contractor, for any Work performed by the Contractor's own forces, 10 percent of the cost for additive changes. Deduct 5 percent of the amount for deductive changes.
- .2 For the Contractor, for the Work performed his Subcontractor, 5 percent of the amount due the Subcontractor.

(p) **"The undersigned Respondent hereby certifies and agrees that the following information is correct:**

In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, or national origin, biological sex, age, or disability. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as stated herein:

It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, biological sex, age, or disability; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.

**(q) By acceptance and delivery of the goods and/or services pursuant to this contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes. Contracts entered into in violation of this requirement could be void.**

**(r) Iran Divestment Act Certification.** As of the date of this Agreement, the Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and that the Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Company certify that they are authorized by the Company to make this certification.

611-A Industrial Ave. · Greensboro, NC 27406 · (336) 274-2477 · Fax (336) 274-8694

***Contractor's Project Statement***

Bar Construction Company, Inc. (hereinafter, "Contractor"), pursuant to G.S. 44A-27(f) hereby provides the following statement in connection with the project described below.

1. Project Name: Guilford Metro 911 Site Improvements
2. Physical Address: 1903 Midway Street  
Greensboro, NC 27403
3. Name of the Contracting Body: Facilities Construction  
City of Greensboro
4. Name of the Contractor: Bar Construction Company
5. Agent Authorized to Accept Service of requests for payment bond, notice of public subcontract, and the notice of claim on payment bond as referenced in G.S. 44A-27:  
Rutherford
6. Surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract:  
Fidelity & Deposit Company of Maryland  
6101 Carnegie Blvd, Suite 450  
Charlotte, NC 28209

Dated: May 5, 2017

Bar Construction Company, Inc.

By: 

Title: Glenn O Hodges Jr, President



# CERTIFICATE OF LIABILITY INSURANCE

BARCO-1

OP ID: D2

DATE (MM/DD/YYYY)

05/02/2017

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 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> TriSure Corporation-JC 4325 Lake Boone Trall Suite 200 Raleigh, NC 27607 Cramer Associates, LLC		<b>CONTACT NAME:</b> Cramer Associates, LLC <b>PHONE (A/C, No, Ext):</b> 919-469-2473 <b>FAX (A/C, No):</b> 919-467-4987 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Bar Construction Co 611-A Industrial Ave Greensboro, NC 27406		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Selective Ins. Co. of America		12572
		INSURER B: Builders Mutual Insurance		10844
		INSURER C: Evanston Insurance Company		35378
		INSURER D: Great American Insurance		16691
		INSURER E:		
INSURER F:				

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	S2002867	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S2002867	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP1029258	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution		16CPLOSE20138	08/27/2016	08/27/2017	Pollution 2,000,000
D	Builders Risk		IMP1785463-14	11/01/2016	11/01/2017	Bldr Risk 10,000,000

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

RE: Guilford Metro 911 Site Improvement City of Greensboro is additional insured on a primary and noncontributory basis per endorsement as required by written contract. 30 days written notice of cancellation applies

**CERTIFICATE HOLDER****CANCELLATION**

<b>GRE514X</b>  City of Greensboro PO BOX 3161 Greensboro, NC 27405	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  Biane A Hobbs
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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
**CG 73 00 01 16**

**SUMMARY OF COVERAGES (including index)**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

<b>DESCRIPTION</b>	<b>PAGE FOUND</b>
Additional Insureds - Primary and Non-Contributory Provision	Page 7
Blanket Additional Insureds - As Required By Contract	Page 6
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 7
Mental Anguish Amendment (Not applicable to New York)	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Accumulation Of Limits (Not applicable In New York or Wisconsin)	Page 7
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 73 00 01 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**COVERAGES - Amendments**

**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

**Non-Owned Aircraft, Auto or Watercraft**

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

**Damage To Premises Rented to You**

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.



B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5, above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9, "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "Insured contract";

#### **Electronic Data Liability**

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## **SECTION II - WHO IS AN INSURED - Amendments**

### **Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2: **e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

## **Newly Formed Or Acquired Organizations**

A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. Other Insurance, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the Insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

**Blanket Additional Insureds - As Required By Contract**

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

**Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

### **Incidental Malpractice**

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This provision does not apply if you are a Social Service or Senior Living risk.

### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments**

#### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2, **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4, **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6, **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8, **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

#### **Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **Non-Accumulation Of Limits**

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have other insurance provided by us or one of our affiliates that will respond to a claim or "suit" also covered under this coverage, the maximum limit of insurance under all collectible insurance shall not exceed the highest applicable limit under any one of the other coverage part(s), form(s) or policy(ies).

## SECTION V - DEFINITIONS

### Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
  - a. The Insured; or
  - b. Anyone considered an Insured under **SECTION II - WHO IS AN INSURED**;
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any Insured.
4. Not arising out of any "advertisement" by the insured.

- B. The following definition is added to **SECTION V - DEFINITIONS**:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

### Electronic Data

The following definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

### Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

### Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

### Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

### Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

**ADDITIONAL INSURED — OWNERS, LESSEES OR  
CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC  
STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU**

COMMERCIAL GENERAL LIABILITY  
CG 79 21 11 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and included in the "products-completed operations hazard".

The above provision does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or the written permit issued prior to the "bodily injury" or "property damage".

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

MAY 01 2017

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that <sup>Bar Construction</sup>           as principal, and <sup>Fidelity and Deposit Company</sup>           as surety,  
<sup>Company, Inc.</sup>  
<sup>of Maryland</sup>  
are held and firmly bound unto the City of Greensboro in the full and penal sum of <sup>Two Hundred Sixty Thousand</sup>One Hundred Dollars & No/100  
<sup>(\$260,100.00)</sup>  
lawful money to be paid to the City of Greensboro to which payment well and truly to be  
made and done we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the hereinabove named principal has entered into a contract with the City of  
Greensboro, said contract being dated the        day of       ,       , and assigned as  
contract number        for Guilford Metro 911 Site Improvements

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WHEREAS, a copy of said contract is incorporated herein by reference and is made a  
part hereof as if fully copied herein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall well  
and truly perform and fulfill all of the terms, covenants, undertakings and conditions of the  
said contract in all respects including any extensions thereof as may be granted, and  
further shall save harmless the City of Greensboro from all costs and damage which may  
be suffered by reason of failure to fully perform said contract and shall fully reimburse and  
repay the said City of Greensboro, for all expenditures of every kind, character and  
description, which may be incurred by said City of Greensboro in making good any and  
every default which may exist on the part of the principal in connection with the  
performance of said contract; then this obligation shall become void, otherwise it shall  
remain in full force and virtue.

The liquidated damages as described in the contract documents and attorney's fees shall  
also be considered in determining the total amount of expenditures secured hereby.

This performance bond shall remain in effect as a guarantee of the quality of materials  
furnished and workmanship used for a period of 12 months after final acceptance by the  
City of Greensboro.

And the Surety, for value received, hereby agrees that no change, extension of time,  
alteration, or addition to the terms of the contract or to the work to be performed  
thereunder, or the specifications accompanying same, shall affect its obligations on this  
bond, and it hereby waives notice of any change, extensions of time, alteration, or  
addition to the terms of the contract or to the specifications.

MAY 01 2017

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

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Witness

(SEAL)

Principal (Owner-Partnership)

ATTEST:

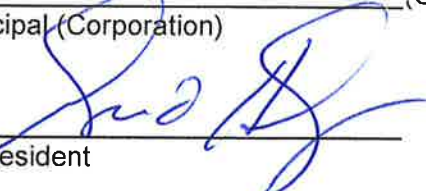
  
Secretary

\_\_\_\_\_(SEAL)

Bar Construction Company, Inc. (SEAL)  
Principal (Corporation)

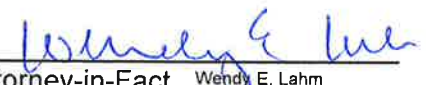
ATTEST:

  
Angela M. Young, Witness

BY   
President

Fidelity and Deposit Company of Maryland  
Surety

  
N.C. Resident Agent Wendy E. Lahm

BY   
Attorney-in-Fact Wendy E. Lahm

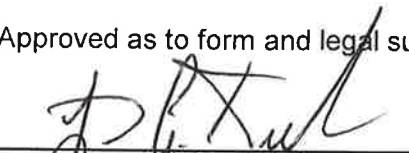
5605 Carnegie Blvd., Ste. 300

Street/P.O. Box

Charlotte, NC 28209

City State Zip

Approved as to form and legal sufficiency:

  
City Attorney (Deputy)



MAY 01 2017

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that Bar Construction Company, Inc. as principal, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Greensboro in the full and penal sum of Two Hundred Sixty Thousand One Hundred Dollars & No/100 (\$260,100.00) lawful money to be paid to the City of Greensboro to which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the hereinabove named principal has entered into a contract with the City of Greensboro, said contract being dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and assigned as contract number \_\_\_\_\_ for Gulford Metro 911 Site Improvements

WHEREAS, a copy of said contract is incorporated herein by reference and is made a part hereof as if fully copied herein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall promptly make payments to all persons supplying labor and materials furnished in connection with the performance of said contract and all duly authorized modifications of said contract that may hereafter be made, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct right of action against the principal and surety under this obligation, then this obligation shall become void; otherwise it shall remain in full force and virtue.

The principal and surety shall also be liable for any costs and attorney's fees found to be due and payable, incurred by such persons, firms, partnerships or corporations supplying labor and materials, as required by law.

This payment bond shall remain in effect for a period of one year from the day on which final settlement of the contract is made between the City and the principal named herein.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying same, shall affect its obligations on this bond, and it hereby waives notice of any change, extensions of time, alteration, or addition to the terms of the contract or to the specifications.

MAY 01 2017

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

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal (Owner-Partnership) (SEAL)

ATTEST:

Les Smith  
Secretary

\_\_\_\_\_  
(SEAL)

Bar Construction Company, Inc.  
Principal (Corporation) (SEAL)

ATTEST:

Angela M. Young  
Angela M. Young, Witness

BY [Signature]  
President

Fidelity and Deposit Company of Maryland  
Surety

Wendy E. Lahm  
N.C. Resident Agent Wendy E. Lahm

BY Wendy E. Lahm  
Attorney-in-Fact Wendy E. Lahm

5605 Carnegie Blvd., Ste. 300  
Street/P.O. Box

Charlotte, NC 28209  
City State Zip

Approved as to form and legal sufficiency:

[Signature]  
City Attorney (Deputy)

MAY 01 2017

**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 **Raymond J. GARRUTO, Debra S. RITTER, Martin D. PALLAZZA, Brad W. GIBSON, Angela M. YOUNT, Jenny SNELL, H. Thomas DAWKINS and Wendy E. LAHM**, 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 12th day of April, A.D. 2016.

ATTEST:

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



By:

*Eric D. Barnes*

*Secretary  
Eric D. Barnes*

*Michael Bond*

*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 12th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, 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, deposeth 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



*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