

DEPARTMENT

Party/Vendor Name: G.W. Liles Construction Company, Inc.
 Party/Vendor Contact Person: Steve Wise Contact Phone: 704.786.3450
 Party/Vendor Address to mail contract to:
 Address: 325 McGill Ave. NW, P.O. Box 466 City: Concord State: NC Zip: 28026
 Department: Facilities Department Amount: \$ 189,900.00
 Purpose: Security Doors- Porter Ridge Middle School, Porter Ridge High School, Weddington High School, Marvin Ridge High School
 Budget Code(s) (put comma between multiple codes): 4.9012.712.522.00#. 114
 TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____
 This document has been reviewed and approved by the Department Head as to technical content.
 Facilities Project Manager [Signature] Date: 4-10-14
 Assistant Director [Signature] Date: 4-10-14
 Director of Facilities [Signature] Date: 4-10-14
 Division Assistant Superintendent Signature [Signature] Date: 4-21-14

CENTRAL PURCHASING

Type of Contract: Award Bid Sole Source Piggyback Emergency Amendment As To Form Other: _____
 Attached Documentation: Bid Tabulation Certificate of Insurance Sole Source Documentation Emergency Documentation
 This document has been reviewed and approved by the Central Purchasing Director.
 Central Purchasing Director Signature: [Signature] Date: 4/16/14

RISK MANAGEMENT

Date Received 4-24-14

Include the following coverage: E&GL Auto WC Professional Property Pollution Non-Profit Not Required
 Hold Contract pending receipt of Certificate of Insurance Notes: _____
 Risk Manager's Signature [Signature] Date: 4-24-14

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable
 This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received _____

Yes No Sufficient funds are available in the proper category to pay for this expenditure. \$ 189,900.00
 This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
 Notes: _____
 Finance Director's Signature [Signature] Date: 4/28/14

ATTORNEY

Date Received 4/11/14

Date department needs contract back from attorney: _____
 This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: Yes No
 Attorney's Signature [Signature] Date: 4/11/14
replace on R to sign
① to send form to full on - % on page 6.

UCPS SUPERINTENDENT

Date Received May 6, 2014

This document has been reviewed and approved by the UCPS Superintendent. Yes No
 Superintendent's Signature [Signature] Date: 5-6-14

BOARD OF EDUCATION

Agenda Date: 5-6-14 Date Received 5-6-14

Yes No N/A Approved by Board of Education at meeting of 5-6-14
 Board Of Education Chairman Signature [Signature] Date: 5-6-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2014

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4064 Colony Road, Suite 450 Charlotte NC 28211-3784	CONTACT NAME: Joyce Allmon	
	PHONE (A/C, No, Ext): 704-362-2992	FAX (A/C, No): 704-362-1997
E-MAIL ADDRESS: joyce_allmon@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Casualty Company		28665
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED GWLILES-01
 G. W. Liles Construction Co., Inc
 P. O. Box 466
 Concord, NC 28026

COVERAGES **CERTIFICATE NUMBER:** 875579136 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		EPP0130975	4/1/2014	4/1/2015	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EPP0130975	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EPP0130975	4/1/2014	4/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	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	N/A	WC210039311	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/Leased Equipment			EPP0130975	4/1/2014	4/1/2015	\$75,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Union County Public Schools is included as an additional insured solely with respect to general liability coverage as evidenced herein, as required by written contract with respect to work performed by the named insured. (GA233 0207)

CERTIFICATE HOLDER

CANCELLATION

Union County Public Schools
400 North Church St.
Monroe NC 28112

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

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth day of May in the year Two Thousand Fourteen
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Union County Board of Education
400 North Church Street
Monroe, North Carolina 28112

and the Contractor:
(*Name, legal status, address and other information*)

G.W. Liles Construction Company, Inc.
325 McGill Ave., NW, Suite 120
P.O. Box 466
Concord, NC 28026-0466

for the following Project:
(*Name, location and detailed description*)

Security Doors for:
Porter Ridge Middle School
Porter Ridge High School
Weddington High School
Marvin Ridge High School
Union County, North Carolina

The Architect:
(*Name, legal status, address and other information*)

LS3P
227 West Trade Street, Suite 700
Charlotte, North Carolina 28202

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date is based on a Purchase Order that will be issued on or about May 12, 2014. Access to School sites may begin on June 24, 2014.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion no later than **August 18, 2014**

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) **The Contractor shall achieve Final Completion no later than August 25, 2014.**

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

LIQUIDATED DAMAGES

Substantial Completion **\$1,000.00 per Calendar Day**
Final Completion **\$ 500.00 per Calendar Day**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Eighty Nine Thousand Nine Hundred Dollars and Zero Cents (\$ 189,900.00)**, subject to additions and deductions as provided in the Contract Documents.

Base Bid **\$ 189,900.00**
Alternate #1 **\$ 0.00**
Alternate #2 **\$ 0.00**

Total Contract Sum **\$ 189,900.00**

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 **Proprietary Door Hardware** **\$ 0.00**
Alternate No. 2 **Proprietary Access Control** **\$ 0.00**

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

N/A

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Unforeseen Allowance	\$ 8,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Twentieth (20th)** day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and **Untimely Completion** (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Prior to reaching a **maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five (95%) of the amount due on the Contractor's monthly application for payment. After 50% project completion, no further retainage will be held. Thereafter the Owner will pay one-hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until Substantial Completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:**

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

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment to be made according to requirements stated in the Project Manual.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:

- a. **Mediation: pursuant to Construction Rules of the American Arbitration Association.**
- b. **Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.**
- c. **The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred.**

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

At legal prevailing rate ___%

§ 8.3 The Owner's representative:
(Name, address and other information)

David D. Pope, AIA
Facilities Project Manager
Facilities Department
201 Venus Street
Monroe, North Carolina 28112

§ 8.4 The Contractor's representative:
(Name, address and other information)

Steve Wise, Project Manager
G.W. Liles Construction Company, Inc.
325 McGill Ave., NW, Suite 120
P.O. Box 466
Concord, NC 28026-0466

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Specification	Invitation to Bid Table of Contents Instructions to Bidders General Conditions Supplementary General Conditions Jessica Lumsford Act Form of Proposal	2007	

Init.

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SEE EXHIBIT "B" – Table of Contents

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

SEE EXHIBIT "C" – Schedule of Drawings

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 25, 2014	46
2	March 27, 2014	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

**Form of Proposal as submitted or
 (Attachment "A")**

Minority Participation Affidavit and General Contractor Qualification Statement. (Included by Reference)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 and as amended by the Supplementary General Conditions (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.) See Performance and Payment Bonds and Insurance Documents Attached separately to this Contract.

(Table deleted)

Init.

This Agreement entered into as of the day and year first written above.

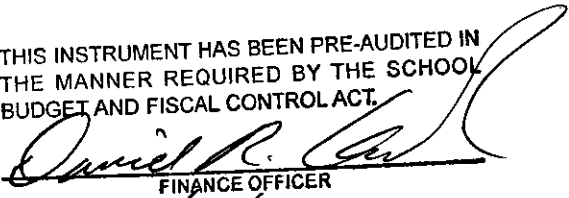

OWNER (Signature)

Richard VERCHBECK
(Printed name and title)


CONTRACTOR (Signature)

Steve Wise - Project Mgr.
(Printed name and title)

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN
THE MANNER REQUIRED BY THE SCHOOL
BUDGET AND FISCAL CONTROL ACT.


FINANCE OFFICER

DATE 4/28/14

Init.

Additions and Deletions Report for **AIA® Document A101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:15:09 on 04/08/2014.

PAGE 1

AGREEMENT made as of the Sixth day of May in the year Two Thousand Fourteen

...

Union County Board of Education
400 North Church Street
Monroe, North Carolina 28112

...

G.W. Liles Construction Company, Inc.
325 McGill Ave., NW, Suite 120
P.O. Box 466
Concord, NC 28026-0466

...

Security Doors for:
Porter Ridge Middle School
Porter Ridge High School
Weddington High School
Marvin Ridge High School
Union County, North Carolina

...

LS3P
227 West Trade Street, Suite 700
Charlotte, North Carolina 28202

PAGE 2

The commencement date is based on a Purchase Order that will be issued on or about May 12, 2014. Access to School sites may begin on June 24, 2014.

...

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: no later than August 18, 2014
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) The Contractor shall achieve Final Completion no later than August 25, 2014.

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

LIQUIDATED DAMAGES

Substantial Completion	\$1,000.00 per Calendar Day
Final Completion	\$ 500.00 per Calendar Day

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), One Hundred Eighty Nine Thousand Nine Hundred Dollars and Zero Cents (\$ 189,900.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid	\$ 189,900.00
Alternate #1	\$ 0.00
Alternate #2	\$ 0.00

Total Contract Sum	\$ 189,900.00
---------------------------	----------------------

...

Alternate No. 1	Proprietary Door Hardware	\$ 0.00
Alternate No. 2	Proprietary Access Control	\$ 0.00

...

N/A

Item	Units and Limitations	Price-Per-Unit (\$0.00)
-------------	------------------------------	--------------------------------

...

<u>Unforeseen Allowance</u>	<u>\$ 8,000.00</u>
------------------------------------	---------------------------

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Twentieth (20th)** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () **Thirty (30)** days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent () **Five**

percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent~~—Five percent (5 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and Untimely Completion

...

Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five (95%) of the amount due on the Contractor's monthly application for payment. After 50% project completion, no further retainage will be held. Thereafter the Owner will pay one-hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until Substantial Completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:

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

PAGE 5

Final payment to be made according to requirements stated in the Project Manual.

...

[]—~~X~~ Other (*Specify*)

If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:

- a. Mediation: pursuant to Construction Rules of the American Arbitration Association.
- b. Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.
- c. The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred.

PAGE 6

%—At legal prevailing rate %

...

David D. Pope, AIA
Facilities Project Manager
Facilities Department
201 Venus Street

Monroe, North Carolina 28112

...

Steve Wise, Project Manager
G.W. Liles Construction Company, Inc.
325 McGill Ave., NW, Suite 120
P.O. Box 466
Concord, NC 28026-0466

...

<u>Specification</u>	<u>Invitation to Bid</u>	
	<u>Table of Contents</u>	
	<u>Instructions to Bidders</u>	
	<u>General Conditions</u>	<u>2007</u>
	<u>Supplementary</u>	
	<u>General Conditions</u>	
	<u>Jessica Lumsford Act</u>	
	<u>Form of Proposal</u>	

PAGE 7

SEE EXHIBIT "B" – Table of Contents

...

SEE EXHIBIT "C" – Schedule of Drawings

...

<u>1</u>	<u>March 25, 2014</u>	<u>46</u>
<u>2</u>	<u>March 27, 2014</u>	<u>1</u>

...

Form of Proposal as submitted or
(Attachment "A")
Minority Participation Affidavit and General Contractor Qualification Statement, (Included by
Reference)

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007-A201-2007 and as amended by the Supplementary General Conditions (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.) See Performance and Payment Bonds and Insurance Documents Attached separately to this Contract.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, xxx, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:15:09 on 04/08/2014 under Order No. 0086149822_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)


(Title)

(Dated)

**BID TABULATION
 SINGLE PRIME**

General Contractors	Prime Subcontractors	License #	Bid Security	MBE	E-Verify	Addenda Received	Base Bid	Alternate #1 (Proprietary door hardware-access control)	Total (Base Bid + Alternates)
BLACK CONTRACTING, INC									
Fire Protection/Plumbing	Wayne Auto.	62714	Yes	Yes	Yes	Yes	\$199,500.00	\$0.00	\$199,500.00
Mechanical	Goodwin								
Electrical	Hargett Elec.								
G.W. LILES CONSTRUCTION CO., INC.									
Fire Protection/Plumbing	N/A	26156	Yes	Yes	Yes	Yes	\$189,900.00	\$0.00	\$189,900.00
Mechanical	N/A								
Electrical	COED Elec.								
HEARTLAND CONTRACTING, LLC									
Fire Protection/Plumbing	N/A	55222	Yes	Yes	Yes	Yes	\$196,024.00	\$0.00	\$196,024.00
Mechanical	N/A								
Electrical	Hargett Elec.								
EDISON FOARD CONSTRUCTION SERVICES									
Fire Protection/Plumbing	N/A	1685	Yes	Yes	Yes	Yes	\$307,000.00	\$0.00	\$307,000.00
Mechanical	N/A								
Electrical	Lake Elec.								
ENCOMPASS BUILDING GROUP, INC									
Fire Protection/Plumbing	Century	72954	Yes	Yes	Yes	Yes	\$203,500.00	\$0.00	\$203,500.00
Mechanical	N/A								
Electrical	Spence Elec.								

These bid numbers have been checked against the Form of Proposal received from each contractor bidding the job and have been found to be accurate.


 Kevin M. Bryant, AIA, - Senior Associate