



LEE COUNTY GOVERNMENT

NORTH CAROLINA

COKE BUILDING / WAREHOUSE FIRE SPRINKLER SYSTEM

PROJECT #4850-02-26

ISSUED FOR BIDS 06/22/2026

NOTICE TO BIDDERS

LEE COUNTY PROJECT #4850-02-26 COKE BUILDING / WAREHOUSE FIRE SPRINKLER SYSTEM

Sealed Bids will be received by Lee County, North Carolina until **Tuesday, July 14, 2026 at 2:00PM**, at which time submitted bids will be opened and publicly read for the construction of “Coke Building / Warehouse FIRE SPRINKLER SYSTEM Project”. Please note that two complete bid packages must be submitted – if only one bid package is submitted the bid will be rejected. The bid opening will be held at the Lee County Finance Office, located at 115 Chatham Street, Suite 301, Sanford, NC 27330.

Bids shall be for the furnishing of all labor, materials, and equipment necessary to complete the project as detailed within the supplied contract documents.

Each Bidder shall be appropriately licensed in the State of North Carolina as provided in General Statutes Chapter 87 and have the ability to produce evidence of experience in construction of projects of similar size and nature. Bidders must be able to comply with all local, state, and federal contract provisions as specified in the contract documents.

Questions can be directed to, and electronic contract documents obtained, by contacting the Owner at:

Brandon Key
Director Lee County Development Services
115 Chatham Street, Suite 302
Sanford, North Carolina 27330
919-718-4605 Ext. 5495
bkey@leecountync.gov

The Owner reserves the right to reject any and all Bids and any part of a Bid, and to waive formalities and technicalities in the Bids. The Bid shall remain subject to acceptance and not withdrawn for a period of sixty (60) days after the date of the bid opening.

Lee County is an equal opportunity employer and services provider. Lee County Government specifically encourages small, minority, and women owned businesses to submit bids.

INSTRUCTIONS TO BIDDERS

COKE BUILDING / WAREHOUSE FIRE SPRINKLER SYSTEM

PART 1. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder shall submit (at the Owner's request) satisfactory proof of his qualifications to satisfactorily complete the work within the time allocated. Bidder shall be prepared to submit information and evidence with respect to the following:

- 1.1 The Bidder is licensed in the State of North Carolina to perform the type and scope of work included in the contract documents. The Bidder must be appropriately licensed in the State of North Carolina as provided in General Statutes Chapter 87.
- 1.2. The Bidder has performed satisfactorily work on past projects that are similar in size and scope. The Bidder may be required to provide at least three (3) references from Owners of similar projects completed by the Bidder within the past five (5) years.
- 1.3. The Bidder will have adequate staffing, equipment, and resources to complete the specified work within the time permitted.
- 1.4. The Bidder shall ensure all employees working on this project are required to consent to a national background check. No employee may enter the building without having cleared this background check. General Contractor is responsible for administering background checks and any associated costs and shall provide documentation of the background check for each employee to the Owner prior to the employee entering the building. General Contractor shall provide the following statement and a list of all employees and subcontractor employees that will be working on this project. Statement and list of employees shall be on company letterhead with signature and date. ***"This is to certify that all employees that are scheduled to work on this project have not been convicted of a felony in the past 7 years, can qualify for voting rights reinstatement, and are not on active parole or active probation. Workers with felony convictions who do not qualify under special conditions will not be allowed access to work site."***

PART 2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1. It is the responsibility of each Bidder before submitting a Bid, to(a) examine the Contract Documents (Construction Drawings, Project Specifications, and any Addenda) thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance of furnishing of the Work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance of furnishing of the Work, (d) study and carefully correlate Bidder's

observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- 2.2. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities or other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions and General Specifications.
- 2.3. Before submitting a bid, each Bidder may, at Bidder's own expense and responsibility, make or obtain any examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) at or contiguous to the site or otherwise which may affect cost, progress, performance of furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

The Bidder shall restore the site to its preexisting condition upon completion of any such exploration/s.

- 2.4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional offsite land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.
- 2.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means & methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 3. INTERPRETATIONS AND ADDENDA

- 3.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner in-writing. Interpretations or clarifications considered necessary in response to such questions will be addressed by Addenda mailed or delivered to all known parties to have received the Bidding Documents, and on the Lee County website. Questions received less than three (3) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Contract Documents as deemed necessary by the Owner.

- 3.3 It is the responsibility of the Bidder to notify the Owner, as indicated in the Notice to Bidders, of the intent to bid to assure addenda are received.

PART 4. BID SECURITY

Each bid must be accompanied by a certified check of the bidder or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the aggregate amount of the price (base bid). Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) calendar days after the opening of bids and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

PART 5. CONTRACT TIME

The time for completion of the work (Contract Time) shall be sixty (60) calendar days. The Contractor may start work on the date specified in the official Notice to Proceed and shall substantially complete the work within the stipulated Contract Time.

PART 6. LIQUIDATED DAMAGES

Liquidated Damages for failure to substantially complete the project within the contract time may be issued at the rate of **\$500 per calendar day**.

PART 7. PRE-BID MEETING

- 7.1 A Pre-Bid Meeting is scheduled for July 7, 2026 at the project address (1605 Hawkins Avenue, Sanford, NC 27330) at 10:00am.
- 7.2 Attending this meeting or scheduling a dedicated onsite visit is highly encouraged.

PART 8. PREPARATION OF BIDS

- 8.1 Bids shall be presented on the Bid Form furnished within these Project Documents (only). Any bids received on substitute forms will be rejected.
- 8.2 All blank spaces for bid prices on the Bid Form shall be properly completed in handwritten ink or by type.
- 8.3 Bids by corporations must be executed in the corporate name by the president or vice

president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown.

- 8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 8.5 Bids by a sole proprietorship must be executed and signed in the name of the individuals, whose title must appear under the signature, and the official address of the proprietorship must be shown below the signature.
- 8.6 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 8.7 All names must be typed or printed below the signature. When requested by Owner, evidence of the authority of the person signing shall be furnished.
- 8.8 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 8.9 The address and telephone number for communications regarding the Bid must be shown.
- 8.10 No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

PART 9. SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place for receipt of Bids indicated on the Notice to Bidders, or the modified time and date indicated by Addendum, if any. The completed Bid shall be enclosed in an opaque sealed envelope, clearly marked with the **Project Title, Project Bid Number (4850-02-26), and Bidder's name/address on the outside.**

Please note that two (2) complete bid packages must be submitted. If only one (1) bid package is submitted, the bid will be rejected. Digital submissions are not allowed.

Mailing address:

**Lee County Finance Office
Attention: Purchasing
Agent 115 Chatham
Street, Suite 301
Sanford, NC 27330**

If the Bid is hand delivered, please deliver to Lee County Finance located at 115 Chatham Street

in Sanford (the Sanford Buggy Company). Please enter through the main entrance which is on the east/lower side of the building and take the elevator or stairwell to the Finance Office on the 3rd Floor (Suite 301). Ring the doorbell there for assistance.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids submitted after the time of Bid Opening will not be accepted and will be returned to the Bidder unopened.

The following documents shall be completely filled out, enclosed with the original documents + one copy in a sealed envelope (electronic bid submissions will not be accepted) to be considered a Qualified Bid:

- **Complete Contract Documents**
- **Affidavit A or Affidavit B from Exhibit D – Minority Business Requirements**
- **Two copies of the items above (1 original and 1 copy)**

Failure to submit any of the above items with the proposal shall be just cause for rejection of the bid proposal by the Owner. The Owner may require additional information to be submitted to qualify the Bids as specified in these Instructions to Bidders.

No bid may be withdrawn after receipt of Bids for a period of 60 days.

PART 10. OPENING OF BIDS

Bids will be received, publicly opened and read at the time and place indicated in the Notice to Bidders, or as modified by Addendum, if any.

PART 11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening,

PART 12. LUMP SUM CONTRACT

This contract will be awarded on a Lump Sum basis.

PART 13. AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the lowest responsive bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any

other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

The apparent low bidder, for the purpose of award, shall be the responsive and responsible bidder offering the lowest aggregate amount for the base bid plus selected bid alternates (if any) and meeting all other bid submittal requirements.

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder (Successful Bidder) whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

PART 14. SIGNING OF CONTRACT

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. In case of failure of the Bidders to execute the Contract, the Owner may at his option consider the Bidder in default. Within ten (10) days after receiving the signed Contracts, Owner shall deliver two (2) fully signed counterparts to Contractor. Each counterpart is to be accompanied by a complete set of the Contract Documents. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw his signed Contract. Such Notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

PART 15. MINORITY BUSINESS / HISTORICAL UNDERUTILIZED BUSINESS PARTICIPATION

Lee County is an equal opportunity employer and services provider. Lee County specifically encourages small, minority, and women owned businesses to submit bids. Also, Lee County requires bidders to comply with their Minority Business / Historical Underutilized Business participation goals. Each bidder shall examine 1) Exhibit D – Minority Business / Historical

Underutilized Business Participation Outreach Plan and Guidelines for requirements in the bid proposal and for contract award.

BID FORM
LEE COUNTY COKE WAREHOUSE FIRE SPRINKLER SYSTEM

Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Fax Number (If Available): _____

Contractor's NC License No.: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Form, and all other parts of the Contract Documents. This includes without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number

Addendum Date

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents,

work, site, locality, and all local conditions, Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) BIDDER has carefully examined work area and subsurface conditions and accepts the extent of the technical data available.
- (d) BIDDER has reviewed and checked all information and data shown on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. It is the intent of these Contract Documents that compensation be based on lump sum pricing,

5. BIDDER agrees to complete the Work described in the specifications and as shown on the drawings for the following LUMP SUM (LS) prices:

BASE BID (Figures): \$ _____

BASE BID (Written Words): \$ _____

- 6. All bidders shall provide pricing with sales tax listed as a separate line item. The base cost of goods and/or services must be clearly identified exclusive of sales tax.
- 7. Bidder understands that the Owner reserves the right to reject any or all bids and to waive formalities in the bidding.
- 8. On being awarded the Contract, the Bidder will execute Performance and Payment Bonds on the forms included herein each equal to one hundred percent (100%) of the contract price, as security for the faithful performance of the Contract.

9. Project Time: Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated herewith:

WORK

TIMEFRAME

Base Bid

60 calendar days

10. Liquidated Damages: The undersigned agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Agreement, for each and every day in excess of the completion date that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not construed, in any sense, as a penalty.

Owner's Liquidated Damages

\$500 per calendar day

11. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of _____.
(Insert the words "Certified Check" or "Bid Bond").

Bid Security Amount \$_____.
(5% of the total bid amount)

BID EXECUTION FORM

Joint Venture Bids must be executed by Both Parties (see below).

Respectfully Submitted:

Bidder _____

Doing BUSINESS as a * _____

By _____

Title _____

Address _____

Telephone Number: _____

Attest: _____

N.C. License No. _____

* Insert Partnership; Corporation;
or Individual as appropriate.

(Sealed - if bid is by
a corporation)

(DATE)

IF JOINT VENTURE:

Respectfully Submitted:

Bidder _____

Doing BUSINESS as a * _____

By _____

Title _____

Address _____

Telephone Number: _____

Attest: _____

N.C. License No. _____

(Sealed - if bid is by
a corporation)

(DATE)

* Insert Partnership; Corporation; or Individual as appropriate.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum _____

(Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

Bidder's Name and Corporate Seal

_____(Seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

STATE OF NORTH CAROLINA
COUNTY OF LEE

AGREEMENT

1. AGREEMENT. This agreement ("Agreement") is entered into on the _____ day of _____, 20 ____, by and between Lee County, a political subdivision of the State of North Carolina ("County") and _____, ("Contractor"), whose business address is _____.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered County's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent County or otherwise bind County in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the Engineered Stamped Drawings ("Drawings"), which were submitted with Contractor's bid.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement. Contractor shall promptly commence Work and shall complete Work as required in the Project within _____.

5. PAYMENT FOR WORK. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by County's finance office. Payment will be made in a lump sum to Contractor after County is satisfied with the project. The County will pay the Contractor an amount not to exceed for the scope of work for this project. Contractor shall submit documentation supporting its entitlement to payment as required by County, and County shall have no obligation to pay Contractor unless and until County has received such documentation. The County will not pay for late charges or finance charges assessed for any reason.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it holds a valid North Carolina General Contractor's License at all times in the performance of Work and that license meets the level of requirements for this project and shall submit to County a copy of said license. Any subcontractors retained by Contractor must also hold current, appropriate licenses.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by County, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF COUNTY. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of County. Contractor will also perform background checks of his employees and require background checks of subcontractors.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit B, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, County is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's County, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and

- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to County.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to County. County is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed upon, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of County, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety. Contractor shall ensure that any hazardous chemical use or transport must conform to OSHA's Hazard Communication Standard, Department of Transportation requirements and applicable EPA requirements. Contractor must provide the County a Material Safety Data Sheet with or prior to any shipment of any hazardous chemical or material.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by County.

14. **CONTRACTOR'S CERTIFICATION.** Due to the nature of this contract and items located within the work site, Contractor shall ensure all employees working on this project, including any subcontractor employees, have a national background check at Contractor's expense. Proof of background checks should be submitted to County for each employee prior to the employee entering the building. Contractor shall provide a signed statement on its letterhead with a list of the names of all employees working on the project that attests to the national background checks for each of these employees and attests as follows: "This is to certify that all employees listed on this page that are scheduled to work on this project have not been convicted of a felony within the past 7 years, can qualify for voting rights reinstatement, and are not on active parole or active probation. Workers with felony convictions who do not qualify under special conditions will not be allowed to access this work site." This shall be provided to Owner prior to the beginning of work

15. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, County may clean up and deduct the cost from contractor's payment. Contractor is also responsible for the removal of hazardous construction materials from the job site, and those will need to be disposed of in accordance with State, Federal and Local laws. Cleanup of the job site and removal of hazardous waste materials must occur within fourteen days.

16. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. Contractor will ensure any and all Subcontractor agreements between Contractor and Subcontractor will include this same provision.

17. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, County may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from County's property. County may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by County to correct any deficiencies or defects attributable to Contractor's work. If a bid bond has been required, the County will collect on the bid bond.

18. TERMINATION FOR CONVENIENCE. County may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, County shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against County, including but not limited to any claim for any additional payment.

19. ASSIGNMENT. Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of County.

20. NO WAIVER. The failure of the County to strictly enforce any of the provisions of this Agreement, or not exercise its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

21. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

22. IRAN DIVESTMENT ACT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include the Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The Contractor certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

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

25. NOTICE TO COUNTY. Contractor shall immediately notify the County of any problems or issues that arise during the course of the performance of this contract, including but not limited to, delays in shipping, faulty products or materials, delays in progress, unexpected circumstances or budgetary issues.

26. NON-APPROPRIATION CLAUSE. Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

27. CONFLICT OF INTEREST. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

28. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

29. NON DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

30. GOV OPPTS. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

LEE COUNTY

By: _____
Clerk to the Board of Commissioners

By: _____
Chair, Board of Commissioners

ATTEST

CONTRACTOR

By: _____

By: _____

EXHIBIT B
INSURANCE REQUIREMENTS

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim

\$300,000 Aggregate Limit

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

Lee COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Lee County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Lee County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 408 Summit Avenue, Sanford NC 27330, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Lee, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Lee County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Lee County
Attention: Risk Manager
408 Summit Avenue
Sanford, NC 27330

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

EXHIBIT D

**LEE COUNTY'S MINORITY BUSINESS/HISTORICALLY
UNDERUTILIZED BUSINESS
PARTICIPATION OUTREACH PLAN AND GUIDELINES**

SECTION A. INTENT

SECTION B. DEFINITIONS

SECTION C. MINORITY OUTREACH PLAN AND GUIDELINES

SECTION D. MINIMUM COMPLIANCE REQUIREMENTS

SECTION E. DISPUTE RESOLUTION PROCEDURES

SECTION F. BID PACKET PROVISIONS

SECTION G. INFORMAL BIDDING STATUTE

SECTION H. AFFIDAVITS FOR BIDDERS

SECTION I. BID PACKET COVERSHEET

OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN LEE COUNTY BUILDING CONSTRUCTION OR REPAIR CONTRACTS

N.C.G.S. 143-128.2 requires that a local government unit or other public or private entity that receives State appropriations for a building project or other State grant funds for a building project, including a building project done by a private entity on a facility to be leased or purchased by the local government unit, where the project cost is one hundred thousand dollars (\$100,000) or more, shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the work. A verifiable goal is also required for building projects costing three hundred thousand dollars (\$300,000) or more when no state funds are involved. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services, unless otherwise exempted.

Lee County has a current verifiable goal of 10% percent for minority participation for building construction or repair projects. The goal will be reviewed annually or as soon as relevant data is available.

SECTION A: INTENT

It is the intent of these guidelines that Lee County, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 10% percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids. Lee County wants to provide historically underutilized businesses opportunities to participate in bidding opportunities.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
 - f. Disabled, that is, a person with a disability as defined in N.C.G.S. 168-1 or N.C.G.S. 168A-3
 - g. Disadvantaged, that is, a person who is socially and economically disadvantaged as defined in 15 U.S.C. Section 637
2. Minority Business (MBE) – According to N.C.G.S. 143-128.4, minority business or historically underutilized business is a business that meets the following conditions:
 - a. In which at least fifty-one percent (51%) is owned by one or more persons who are members of at least one of the groups set above, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

4. Economically disadvantaged individuals -those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

5. Disability- according to N.C.G.S. 168A-3 is a person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment. As used, the term:

a. Physical or mental impairment means (i) any physiological disorder or abnormal condition, cosmetic disfigurement, or anatomical loss, caused by bodily injury, birth defect or illness, affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic; and lymphatic; skin; and endocrine; or (ii) any mental disorder, such as mental retardation, organic brain syndrome, mental illness, specific learning disabilities, and other developmental disabilities, but (iii) excludes (A) sexual preferences; (B) active alcoholism or drug addiction or abuse; and (C) any disorder, condition or disfigurement which is temporary in nature leaving no residual impairment.

b. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working

c. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits major life activities

d. Is regarded as having an impairment means (i) has a physical or mental impairment that does not substantially limit major life activities but that is treated as constituting such a limitation, (ii) has a physical or mental impairment that substantially limits major life activities because of the attitudes of others, or (iii) has none of the impairments defined above, but is treated as having an impairment

4. Owner – Lee County.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Lee County to perform architectural or engineering work.

6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Lee County to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

Lee County will employ the following strategies to encourage participation from MBEs.

1. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the contract documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
2. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
3. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.

4. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
5. Participate in educational opportunities throughout the community as they become available and offer training sessions to share Lee County’s outreach plan with interested businesses and organizations
6. Enhance Lee County’s web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
7. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Lee County have access to up-to-date information.
8. Advertise upcoming bid opportunities on the State HUB website.
9. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

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

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form “Appendix E: MBE Documentation for Contract Payment”) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

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

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

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner’s requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Lee County, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with

these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" for designer's review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

Lee County does not certify minority businesses. Lee County requires certification for minority, disadvantaged or women-owned businesses. Any business that desires to participate as an MBE will be required to complete and submit for certification, documents required by any of the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification

North Carolina Department of Transportation Disadvantaged Business Enterprise (DBE)

North Carolina Department of Transportation Minority Business Enterprise (MBE)

North Carolina Department of Transportation Women Business Enterprise (WBE) Business Certification

Small Business Administration 8(a) certification

Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

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

In determining whether a contractor has made good faith efforts, Lee County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)

2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the contract documents that provide assistance in recruitment of minority businesses. (10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Lee County shall be resolved pursuant to Lee County's Dispute Resolution Policy (Exhibit E).

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Lee County projects.

SECTION G: INFORMAL BIDDING STATUTE

All public entities shall solicit minority participation in contracts for the erection, construction, alteration or repair of any building awarded pursuant to this section. The public entity shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in these contracts. Nothing in this section shall be construed to require formal advertisement of bids. All data, including the type of project, total dollar value of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation shall be reported to the Department of Administration, Office of Historically Underutilized Business, upon the completion of the project. Department Heads must work with the Development Services Director who will report the MWBE information to the Office of Historically Underutilized Business.

Identification of HUB Certified/ Minority Business Participation

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority
Category

****HUB
Certified
(Y/N)**

[illegible]

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

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

The total value of minority business contracting will be (\$)_____.

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

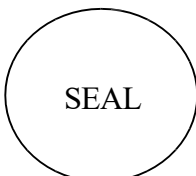
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

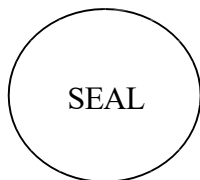
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

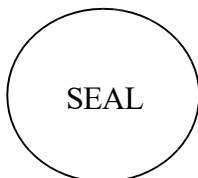
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina

AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

Affidavit of _____ I do hereby certify
that on the _____

(Name of Bidder)

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

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

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

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

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

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

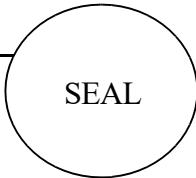
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

SECTION I

MINORITY BUSINESS CONSTRUCTION CONTRACT PROVISIONS INSTRUCTIONS FOR BIDDING PACKETS

APPLICATION:

The Outreach Plan and Guidelines for Recruitment and Selection of Minority Owned Businesses for Participation in Lee County contracts are hereby made a part of these contract documents.

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

In addition, the lowest responsible, responsive bidder must do one of the following:

1) Provide Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

2) If the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, is less than the applicable goal, provide Affidavit D as well as documentation of good faith efforts.

OR

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

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

Vendor Application

Please fill out this form and send by e-mail to jwaterhouse@leecountync.gov or fax to (919) 718-4631. Your business will be added to our new vendor list.

PURCHASING DIVISION

LEE COUNTY

PO Box 1968

Sanford, NC 27330

Phone: (919)-718-4600

Fax: (919)-718-4631

Please Type or Print Legibly

Federal ID #

SS#

For Finance
Use Only

Vendor #

Vendor Name

Date

ORDER ADDRESS		PAY ADDRESS	
<u>Street</u>		<u>Street</u>	
<u>Street</u>		<u>PO Box</u>	
<u>City</u>		<u>City</u>	
<u>State</u>	<u>Zip Code</u>	<u>State</u>	<u>Zip Code</u>

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

CONTACT PERSON E-MAIL ADDRESS	TERMS	DISCOUNT
-------------------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
--	-----------

This firm certifies that it is a : (if applicable)

_____ Disabled _____ Minority Business Enterprise _____ Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the

appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that

has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DEPARTMENT OF FINANCE

Tel: (919) 718-4600
P.O. Box 1968
Sanford, NC 27331-1968

Vendor Electronic Payment Authorization Form

For your convenience and benefit, the Lee County is now processing all vendor payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit by email. This notice will provide you with all the information that would normally be on your check stub.

In order for us to complete the process of updating your information, please provide a bank verification letter or a voided check. This information is used to verify the account number that you have provided below.

In the event that you change banks, bank account numbers, or email addresses, you must notify the County with the necessary changes and include a new bank verification letter or a voided check. Failure to notify us of these changes will cause delayed payments to you. Send changes to: jwaterhouse@leecountync.gov.

Please print the following information:

- Vendor Name: _____
Vendor Address: _____ Street: _____
City, State, ZipCode: _____
Phone Number: _____
Name of Bank: _____
Bank Routing Number: _____
Bank Account Number: _____
Checking or Savings: ☐ Checking Account ☐ Savings Account
Authorized Signature: _____
Printed Name: _____
Title: _____
Telephone number: _____
- Notification of payment
e-mail address: _____

Contact Jen Waterhouse jwaterhouse@leecountync.gov or (919) 718-4600
ext 5504 with questions or changes to above information.

The County of Lee North Carolina

Vendor/Contractor Name: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Printed Title

Lee County, North Carolina
Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship To Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence and bill of lading.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the **Ship To Department**. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number must be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the Seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** Lee County is not Tax-Exempt. Prices shown on the County's purchase order may not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed/increased without the Purchasing Director's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Lee County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Lee County against any loss, cost, liability or damage by reason of Seller's violation of any laws.
12. **CANCELLATION:** Lee County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County, be suitable for the purpose intended, and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright, and agrees to hold Lee County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances, and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that Lee County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the initial shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** Lee County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability.
18. **VERBAL AGREEMENT:** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of Lee County, and as such, Seller and his or her agents and employees shall not be entitled to any county employment benefits, including but not limited to vacation, sick leave insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Lee, State of North Carolina.
21. **E-VERIFY:** For purchase orders that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the County. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** By acceptance of this purchase order Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

GENERAL PROJECT SPECIFICATIONS

LEE COUNTY COKE WAREHOUSE FIRE SPRINKLER SYSTEM PROJECT #4850-02-26

1. PROJECT INFORMATION

- A. Project Name: Lee County COKE Warehouse Fire Sprinkler System
- B. Project Address: 1605 Hawkins Avenue, Sanford, North Carolina, 27330
- C. Owner: Lee County Government of North Carolina
- D. General Scope of Work: Design and Install a complete turn-key FIRE SPRINKLER SYSTEM at 1605 Hawkins Avenue, Sanford, North Carolina, 27330. The building is currently used for storage and contains warehouse space, office space, and mezzanine space.

2. SUMMARY OF WORK

Furnish all labor, materials, tools, taxes, safety, insurances, equipment, hoisting, cranes, supervision, installation, and all other incidentals necessary to accomplish all FIRE SPRINKLER SYSTEM work in accordance with all contract documents for 1605 Hawkins Avenue, Sanford NC 27330. Scope includes complete work for the design, installation, testing, and commissioning of a fully compliant automatic wet fire sprinkler system. The requested services for the fire sprinkler system to be designed, engineered, and installed to meet all federal, state, and local codes to ensure optimal fire protection and life safety for the facility. Including but not limited to NC Code S-1 for non-separated mix use of warehouse and office space.

1605 Hawkins Avenue is an approximately 37,000 square foot building with mixed warehouse storage and office use built in 1969. Warehouse + Office space is approximately 32,114 SF and includes additional mezzanine space of approximately 5,000+ SF. The current building does not have a fire sprinkler system, and project requires a retrofit install that includes all needed water supply connections and supporting infrastructure for a complete fully functional and code compliant turn-key wet sprinkler system.

Project Specifications for the FIRE SPRINKLER SYSTEM Scope of Work are listed below. This contractor shall carefully examine all specification sections and drawings within the contract documents and be responsible for all work described within this Scope of Work and as required on the project. Provide all labor, materials, tools, equipment, and transportation, and perform all operations necessary for and reasonably incidental to proper execution and completion of all FIRE SPRINKLER SYSTEM work, whether specifically mentioned or not, all as indicated, specified herein, and/or implied thereby to carry out the apparent intent thereof.

3. PROJECT RESPONSIBILITIES

- A. **PROJECT RESPONSIBILITIES** – This contractor is responsible for all primary technical areas listed below, and any additional required for a complete turn-key FIRE SPRINKLER SYSTEM unless this Scope of Work states otherwise. All primary technical specification to provide a turn-key fire sprinkler system for 1605 Hawkins Avenue Sanford, NC 27330.

PRIMARY TECHNICAL RESPONSIBILITIES	
21 0500	Fire Protection Firestopping
21 0517	Fire Protection
21 0523	General Duty Valves for Fire Protection Piping
21 1119	Fire Department Connections
21 1313	Wet-Pipe Sprinkler System
07 8413	Penetrative Fire Stopping
07 9200	Joint Sealants

- B. **DRAWINGS** – This contractor is responsible for providing a complete drawing set showing the final designed sprinkler system “as-built” installed at 1605 Hawkins Avenue, Sanford, NC 27330. Drawings sets will be incorporated into larger design drawing set based on future renovation designs for the building. The County will own the drawing sets once they have been submitted to the County. Responsible for providing a complete drawing set including hardcopy and electronic file.

PRIMARY TECHNICAL SPECIFICATION RESPONSIBILITIES (DRAWINGS)		
Drawing No.	Drawing Name	Specific Item
	ALL DRAWINGS	This Contractor shall furnish and install a complete turn-key FIRE SPRINKLER SYSTEM, per the contractor documents to include, but not limited to: including all accessories and incidentals for a complete job with no exceptions. This contractor shall coordinate with other trades as applicable to complete this Scope of Work including

- C. **SUMMARY** – This contractor shall provide all necessary labor, supervision, material, transportation, tools, temporary water, temporary power and lighting, scaffolding, hoists, lifts, netting, engineering and all equipment necessary to complete all work as outlined to furnish and install a complete FIRE SPRINKLER SYSTEM Scope of Work in accordance with contract documents, North Carolina Building Code, and any other applicable laws, codes or statutes.

4. SCOPE OF WORK DESCRIPTION

- A. This contractor includes all equipment, transport permits, permits, etc., if necessary, to bring any rigging, materials, equipment etc. The contractor is responsible to obtain permits, licenses, pay fees, charges and obtain all necessary approvals in a timely manner in order to maintain the schedule and progress of the Work, and in accordance with all legal requirements.
- B. **FIRE SPRINKLER SYSTEM** – This contractor shall provide a completely engineered fire protection system to include all engineered calculations and shop drawings, and obtain necessary permit from the AHJ (authority having jurisdiction) and to meet NFPA 13 (National Fire Protection Association - standard for the installation of Sprinkler System). The scope of work is to include, but not limited to, all piping, hangers, heads, valve cabinets, hose cabinets, spare head cabinet, flow alarms, tamper switches (including at any PIV's, double check connectors, backflows, etc., if any), inspector test connections, chain and lock for valves, and all labeling (including signs, if required). Provide all piping, heads, iron pipe, galvanized piping, couplings, supports, firestopping, sleeving, etc. required to provide a complete and operable system.
- C. Provide all various sprinkler head types, including but not limited to exposed, recessed, semi-recessed, sidewall, etc. (as required).
- D. Provide all vibration isolation necessary for equipment and/or material installed related to this work scope.
- E. **Codes, Permits and Inspection** - All FIRE SPRINKLER SYSTEM work shall meet or exceed all applicable code requirements required by federal, state, and local entities. This contractor shall obtain all necessary permits, design review fees, and inspections associated with the fire protection systems. This includes furnishing design documents stamped by NICET III or IV and approved by authority having local jurisdiction, local fire marshal, and DOI, as required. Provide all filing, permitting, and all associated fees as required.

- F. Sprinkler piping configuration and layout shall be routed as to minimize conflicts with current HVAC ductwork, plumbing, electrical and equipment. Sprinkler head layout shall be symmetrical with room size and configuration and light fixture pattern and shall be located so conflicts are avoided. Locate sprinkler heads in center of modular tile or in other symmetrical pattern to anticipate future renovations and ceiling installation. Consider potential future renovations and improvements when designing and installing. Provide earthquake protection measures as required to meet all code requirements.
- G. FIRE SPRINKLER SYSTEM Supporting Devices - This work shall include providing all FIRE SPRINKLER SYSTEM related supporting devices, including but not limited to, pipe hangers/supports, and supports if required by the specifications or building code, pipe saddles, vibration isolation hangers, and miscellaneous structural steel supports and/or angle frame supports which are needed to support equipment provided by this contractor, whether reflected or not within the contractor documents and which are not specifically designated to be provided by another contractor.
- H. Fire Line Service and connection shall be provided to the site as required to provide a fully functioning fire sprinkler system.
- I. Provide sprinkler heads centered in both directions of room(s) and open ceiling areas. Final adjustment of head locations will commence after renovations are designed and renovations of office spaces are nearing completion. More specifically as future ceiling grid installations are installed.
- J. This contractor is to provide a complete sprinkler system to cover the warehouse storage area, current office area, and mezzanine area that will be reconfigured through future renovation work.
- K. Provide all tagging and identification for this trade's work and all other signage related to this scope of work in accordance with NFPA 13.
- L. Provide all fittings required for the complete installation of the sprinkler systems as required by the coordination drawing process whether or not such fittings were shown on the bidding documents. (?)
- M. Furnish and install all check valves and backflow preventers as required and designed for installation.
- N. Furnish and install all tamper switches, and flow switches required for the Fire Protection System.
- O. The contractor shall include all pre-testing and testing requirements needed to achieve temporary and permanent certificates of occupancy. Perform all testing, flushing, and cleaning of the fire protection work. Properly collect and dispose of discharge in accordance with local codes and laws.
- P. Furnish and install fire hose valve cabinets as required.
- Q. Furnish labor and coordination for final fire marshal review and inspection after completion of work. No additional charges will be accepted for mobilizations for these final reviews.
- R. Provide impact guards as required to avoid damage to heads after installation per NFPA 13. As required
- S. Furnish access panels as required. Access panels shall be fire rated if required by the assembly into which they are to be installed. Access panels shall be purchased from a common supplier.
- T. Furnish spare sprinkler cabinet as specified with spare heads in quantities required by NFPA Standard 13, wrenches for each type of head, etc.; mount cabinet in mechanical room or as specified

by Owner.

GENERAL ITEMS – All submittals are required as indicated per the contractor documents. Furnish all samples and /or drawdowns, product data (Electronic and Hard Copy Binder), Safety Data Sheets (Electronic and Hard Copy Binder), installation instructions and shop drawings for approval in the following quantities: shop drawings and product data, three (3) copies each, and drawdowns and /or samples, two (2) each. All submittals and shop drawings shall be reviewed and stamped accordingly by the contractor to signify compliance with the contractor documents prior to submission. Where conflicts exist between drawings and/or specifications, the most stringent specifications shall apply.

OTHER SCHEDULE SUMMARY INFORMATION - The Substantial Completion date for the FIRE SPRINKLER SYSTEM will be determined between selected contractor and owner. Owner requires work to be completed immediately after contract execution, including system design and installation for a turn-key FIRE SPRINKLER SYSTEM. Future renovations are planned and design for renovations are planned to start in parallel with sprinkler design. Please provide rough schedule estimate based on information available from preconstruction meeting and firms' overall evaluation of the current site and building. Final schedule will be outlined and agreed after project bid package is awarded and contract executed.

PAYMENT AND PERFORMANCE BONDS – A Performance Bond and Payment Bond in the amount of the contract are required. Include the cost of providing Performance and Payment Bond in the Base Bid.

5. GENERAL SCOPE REQUIREMENTS

SUMMARY: Selected contractor is responsible to provide all services, materials, and labor to design and install a code compliant fully functional fire sprinkler system for 1605 Hawkins Avenue to cover warehouse, office, and mezzanine space. The warehouse space currently has equipment stored by Lee County Fire Marshal, Emergency Management Services, and Lee County Sheriff. The equipment can be rearranged (within reason) to accommodate fire sprinkler installation, but preference not to completely vacate building.

- 01-100-1** All correspondence and/or communication must be directed through owner. All construction directives must come through owner.
- 01-100-2** The scope items listed are to be used only as a guide and in no way limits the Scope of Work to those items listed.
- 01-100-3** It is recognized and understood that this contractor was selected for their expertise and knowledge of this specialized work, and it is expected that the contractor did and has included in their scope of work all items and quality control required to carry out the intent of the Contract Documents to completion.
- 01-100-4** Contractor shall be responsible for all freight, delivery, equipment, loading, unloading, rigging, and hoisting, as required to perform this work. All costs associated with delivery of materials and equipment to perform the Scope of Work are included. The contractor is solely responsible for the protection, security, and storage of all materials, tools, and equipment left onsite during construction, and the Owner assumes no liability for any loss, theft, or damage.
- 01-100-5** Labor and material prices are guaranteed through the duration of the project. Escalation costs are prohibited. The contract price shall not be increased for any coordination work related to conflict resolution, miscellaneous or incidental items required for the work to meet the intent of the Owner, architect's and engineer's design, the Contract Documents, plans, or specifications.

- 01-100-6** This contractor shall provide his own flagmen to alert pedestrians and vehicular traffic, and to protect the public from potential hazards, when this contractor is delivering or removing material to/from the project. Contractor shall comply with all local traffic regulations and shall be responsible for any fines or violations caused by any of these vehicles or personnel working for this contractor or performing duties for this contractor. All ROW/road work is to be coordinated through Owner and NCDOT.
- 01-100-7** Maintenance of controlled access zones and fall protection as required by OSHA, for the safety of the contractor's employees or others during the Work is included. This contractor to provide any barricades, caution tape, spotters, and/or safety equipment necessary to protect the public, employees, and the property
- 01-100-8** A Pre-Bid Meeting is scheduled for July 7, 2026, at the project address (1605 Hawkins Avenue, Sanford, NC 27330) at 10:00am. Attending this meeting or scheduling a dedicated on-site visit is highly encouraged.
- 01-100-9** Contractor shall provide status reports to owner as agreed in pre-construction meeting.
- 01-100-10** Contractor shall be responsible to coordinate and work with other contractors only if applicable to eliminate conflicts during the installation of the Work. No change orders will be accepted by the Contractor for relocation and/or replacement of the Work due to the Contractor's lack of coordination in performing their respective scopes of work.
- 01-100-11** Contractor is responsible for inspecting the work that precedes its work and reporting any deficiencies which will affect its work to the contractor prior to commencing with the new work. Once the new work has been installed over preceding work, the contractor shall consider this action as the contractor installing the new work as acceptance of all preceding work. Contractor shall notify the contractor in writing prior to the start of installation of any conditions, discrepancies, tolerances, or substrate issues that may affect the installation of the work. Commencement of installation constitutes acceptance of existing conditions, tolerances, and substrates.
- 01-100-12** Jobsite hours are from 8:00 AM to 5:00 PM Monday through Friday, unless otherwise approved by the owner and will be finalized at contract execution. After hours and weekend work will have to be approved and coordinated through owner.
- 01-100-13** This Contractor has 72 hours to repair unacceptable Work and will be required to pay for additional testing/observation costs to verify the acceptability of repair/installation.
- 01-100-14** All items shall be installed in a workmanlike manner in accordance with the best-recognized practice in the field concerned.
- 01-100-15** Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and/or recommendations for installation of highest quality. All working parts shall be properly adjusted after installation and left in new working order.
- 01-100-16** Contractor shall perform clean-up of all debris and/or mud tracked on adjacent drives and/or streets caused by the performance of Work.
- 01-100-17** Every day on site Contractor shall be responsible to clean and protect its own work and shall not allow waste materials to accumulate. Contractor shall at all times protect the work of other trades or weather during the course of its Work. During the course Project if debris and waste material get to be excessive, (determined by the contractor) the job site will be shut down, and an all-hands clean-up will occur until the area is orderly. Costs of this effort will be at each contractor's expense.

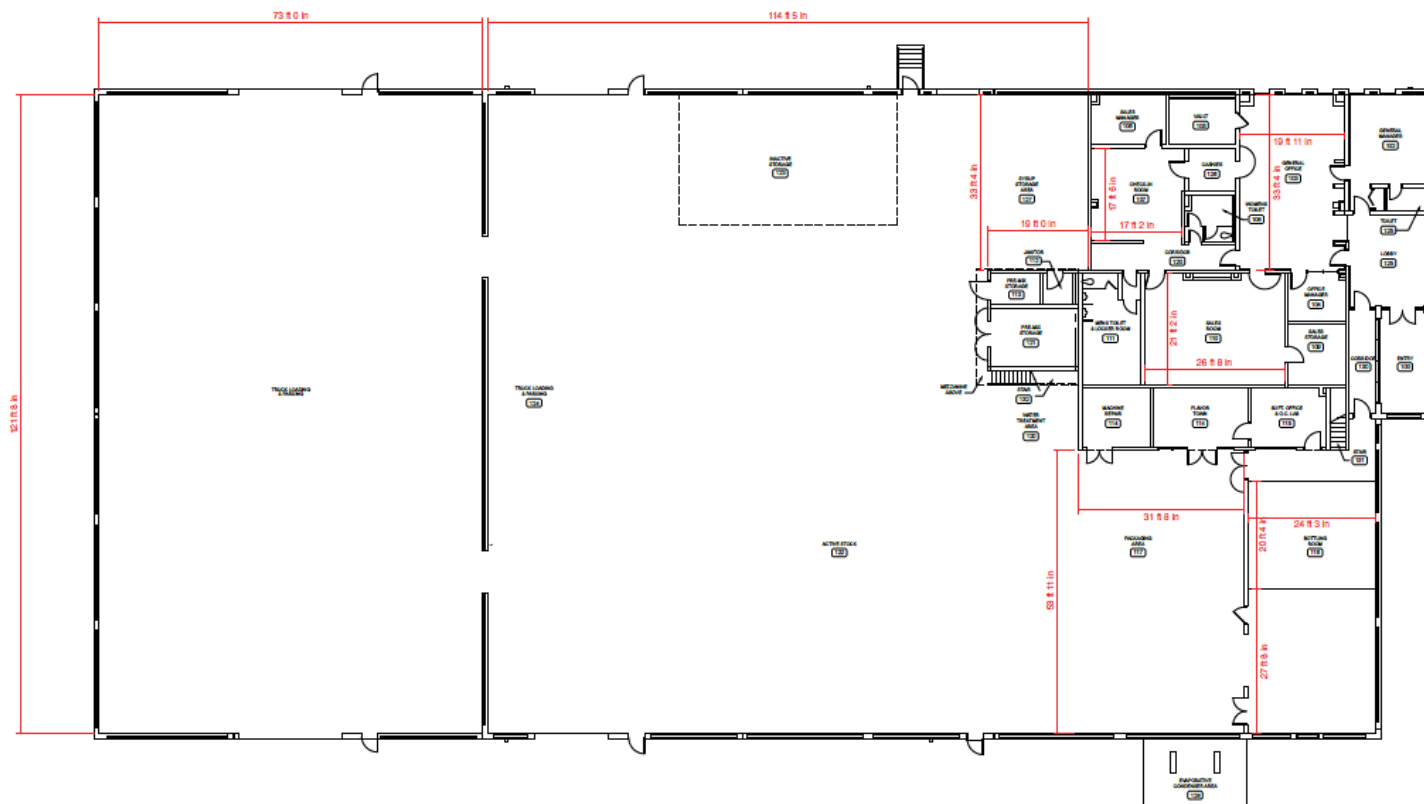
- 01-100-18** This contractor is responsible for the prompt repair, replacement, or restoration of any an all equipment and/or property damaged as a result of, or in connection with, the Contractor's performance of this work. Any corrective measures will be at the Contractor's expense.
- 01-100-19** Contractor shall obtain and pay all costs associated with local and/or state licensing fees, required by local, state, and federal codes, ordinances, and/or statutes necessary to perform this Work.
- 01-100-20** All applicable taxes (sales tax, consumer tax, use tax, payroll tax, and all other taxes due) are part of the Work and to be paid by Contractor. All sales tax paid on permanently installed materials shall be reported on a monthly basis.
- 01-100-21** Contractor shall be responsible for all surveying, layout, alignment, and elevations required for this Work, using surveyed controls established by the Contractor and/or by interfacing properly with work previously installed by other contractors.
- 01-100-22** Where tests, certificates, or approvals by authorities other than the Designer are required for an item of work or material, the contractor shall have such tests performed and/or shall procure such certifications or approvals and forward four (4) copies of the test results of the certificates or approvals to the owner prior to proceeding with the work involved. Such laboratories and/or authorities as are employed for this purpose shall be competent, with a generally recognized reputation in the field concerned and shall be subject to approval of the Designer.
- 01-100-23** Any specific power requirements for welding, task lighting or other operations are to be provided by this Contractor. Provide certifications for any welding requirements for approval through the Submittal process.
- 01-100-24** Staging office and/or storage trailers are not authorized.
- 01-100-25** If temporary "task" lighting is required to complete the Contractor's work, then the Trade Contractor requiring the temporary "task" lighting in order to complete its work shall provide its own temporary lighting at its own expense.
- 01-100-26** All Work associated with Owner or Vendor Furnished Equipment shall be coordinated with the manufacturer's requirements, product data/cut sheets, Owner requirements, and other trades Work.
- 01-100-27** This contractor shall be responsible to deliver, receive, store, inventory, inventory control, load, hoist, unload, stock and distribute all materials required to complete the Scope of Work. At no time during the course of construction shall the contractors store materials in excessive amounts, or as deemed excessive by the owner. All deliveries must be coordinated with owners, considering operations of facility and site must not be hindered. Unscheduled deliveries will be rejected. Contractor is responsible for providing and maintaining all vehicular traffic control boundaries including flag men and appropriate MOT approvals for all deliveries related to this Contractor's work.
- 01-100-28** All stored materials must be protected from moisture, temperature, weather elements, theft, and vandalism, and stored at locations as not to interfere with the performance of other contractors. Any damages or theft resulting from the storing of materials are the responsibility of the Contractor. Re-handling of onsite materials that interfere with the work of other contractors shall be at no cost to the contractor.
- 01-100-29** Contractor will remove all excess materials from the site at the time work has been

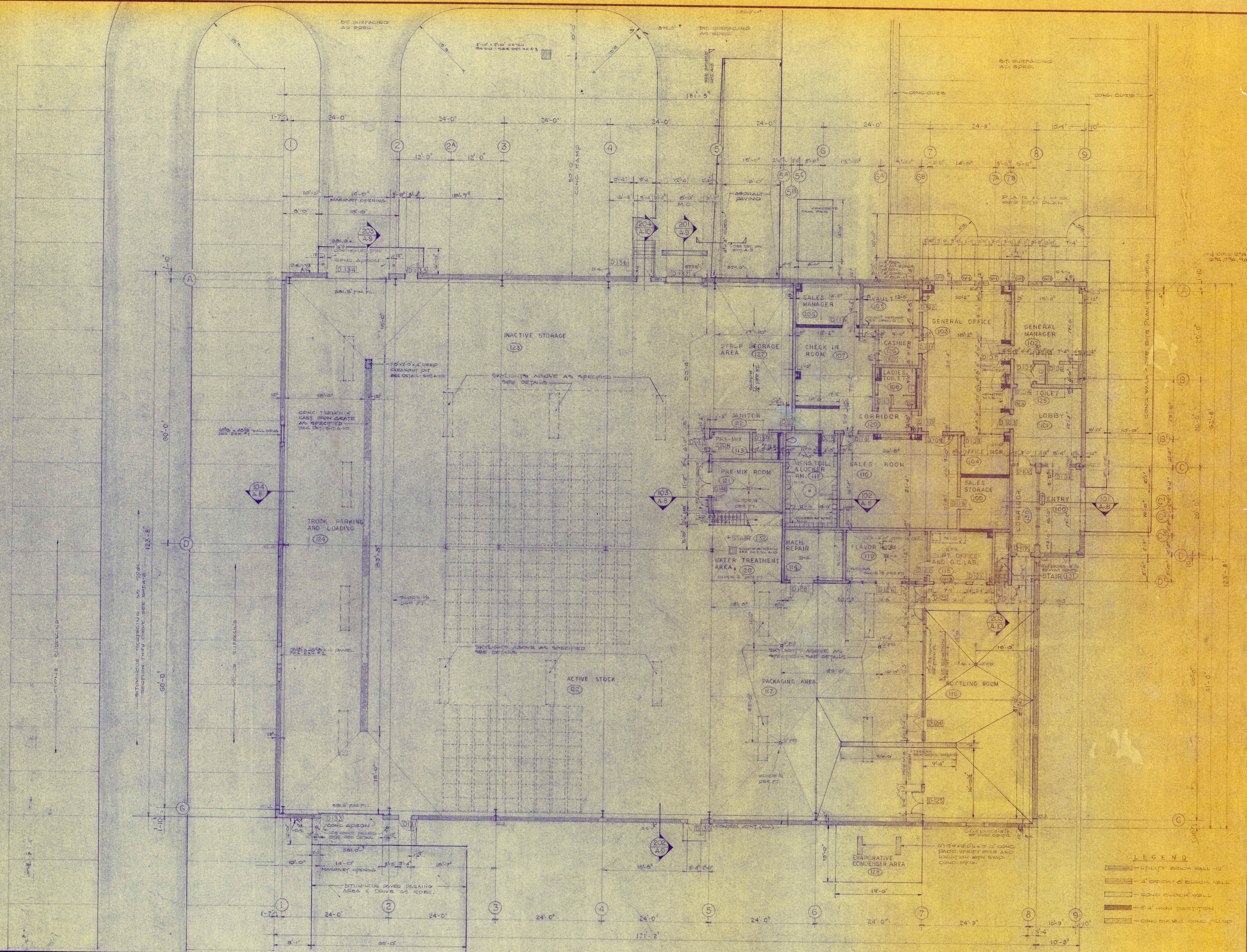
completed.

- 01-100-30** Contractor shall only deliver to the jobsite materials that are ready for installation; contractor assumes full responsibility for materials stored at the jobsite until installed and approved by Owner.
- 01-100-31** Contractor shall be responsible for cold and hot weather protection as required to perform the Work so not to delay the Project Construction Schedule.
- 01-100-32** “Field Use Drawings” shall incorporate all Designer approved and/or directed revisions and include the words “Field Use Drawings” stamped on each sheet.
- 01-100-33** Prior to Final Inspection and Turnover contractor shall provide sufficient manpower and materials to adequately “punch” out the Project, such that all Work required is undertaken and completed within five (5) calendar days of commencement and/or issuance of punch list or deficiency notice.
- 01-100-34** Unless advised otherwise contractor shall furnish owner with three (3) original copies of the defined warranty / guarantee, three (3) copies of the associated Record Drawings Operation & Maintenance Manuals, and three (3) copies of the final Waiver of Lien delivered within the close-out documents, with original signatures on each copy, signed and sealed.
ADDITIONAL WARRANTY INFORMATION STATEMENT: contractor provides a 12-month warranty period for any issues outside of regular wear and tear that may occur in the 12 months following completion as determined by the issuance of a certificate of substantial completion signed by owner and contractor. This shall be in addition to any manufacturer warranties associated with the equipment.
- 01-100-35** Contractor’s entitlement to additional overhead and profit as a result of such changes, if any, shall not exceed a combined total of ten percent (10%) of the value of the Work to be added.
- 01-100-36** Inspections by the Local Fire Marshal, City or County Building Inspectors or Utility Companies shall be obtained by and coordinated. The cost of inspections shall be borne by the responsible contractor for applicable inspections.
- 01-100-37** Contractor shall be responsible for notifying the City Inspectors and/or County Inspectors and/or State Inspectors when their services or inspections are required. Expedite notification to ensure proper lead-time.
- 01-100-38** Contractor is responsible for all Contract Documents for this project. No allowance will be made for lack of knowledge of other contractor’s work or existing conditions required in connection with HVAC, plumbing, electrical and other Contractors, including Owner furnished equipment.

END OF SECTION

LEE COUNTY COKE WAREHOUSE FIRE SPRINKLER SYSTEM PROJECT #4850-02-26





GENERAL NOTES:
1. THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND AS SUCH ARE THE PROPERTY OF THE ARCHITECT. UPON COMPLETION OF THE WORK ALL DRAWINGS EXCEPT THE CONTRACT COPIES ARE TO BE RETURNED TO THE ARCHITECT.

REVISIONS:
1. REV. AS PER ADDENDUM NO. 1 AND CONTRACT AMOUNT
DATE: 4-20-61



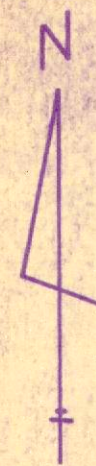
JOHN D. LATIMER & ASSOCIATES
ARCHITECTS
BOX 177, DURHAM, NORTH CAROLINA

DRAWN BY
WLC, D.L.C.
CHECKED BY
W.L.O.
APPROVED BY
W.L.O.
DATE
APRIL 4, 1960

FIRST FLOOR PLAN
SANFORD **Coca-Cola** BOTTLING COMPANY
SANFORD, NORTH CAROLINA

- LEGEND
- UTILITY BRICK WALL - 12"
 - 4" OR 6" BLOCK WALL
 - CONG. BLOCK WALL
 - 3'-4" HIGH PARTITION
 - CONG. DIV. WALL (CONG. FILLED)

SCALE
1/8" = 1'-0"
JOB NO.
1069
SHEET NO.
A-2
OF 10

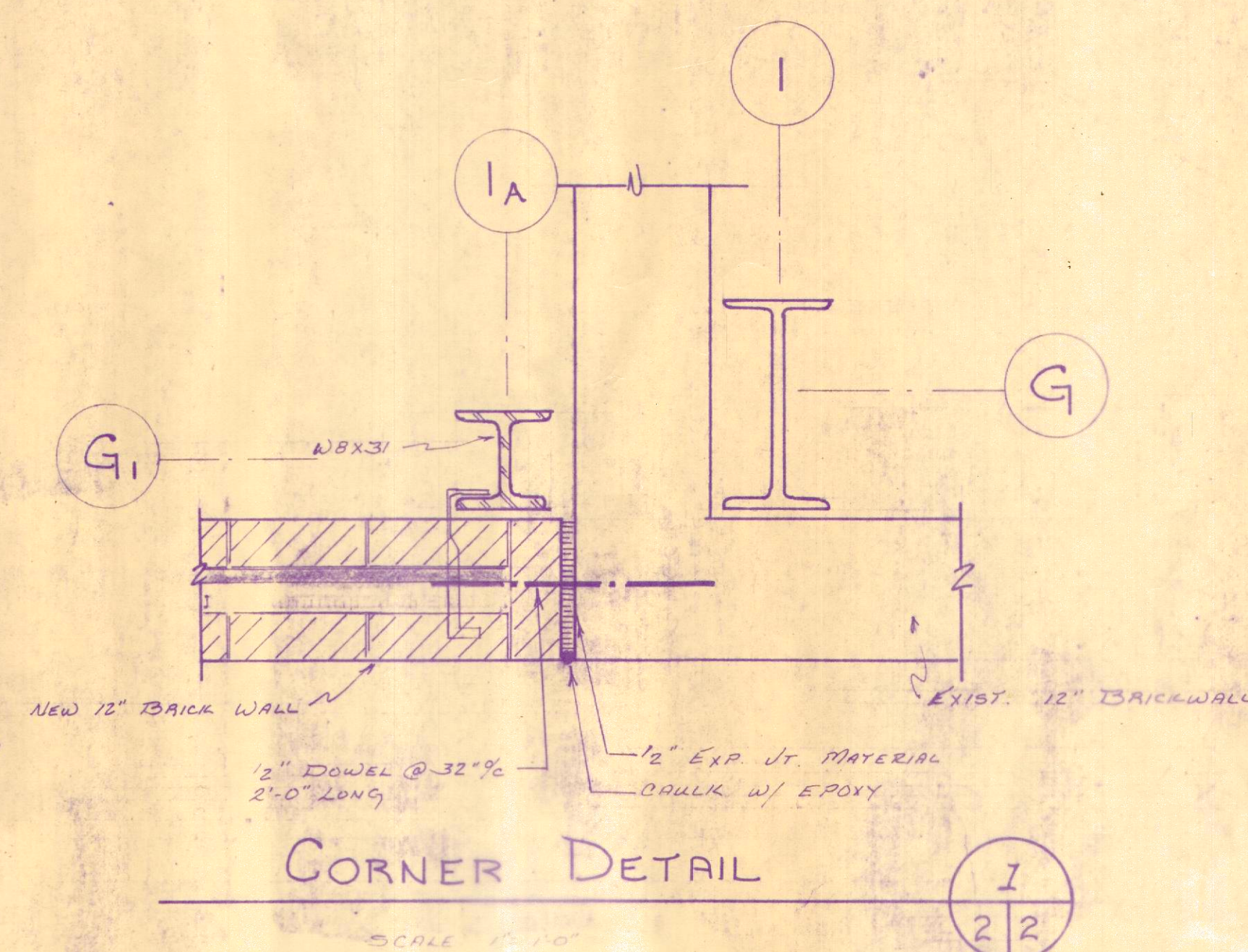
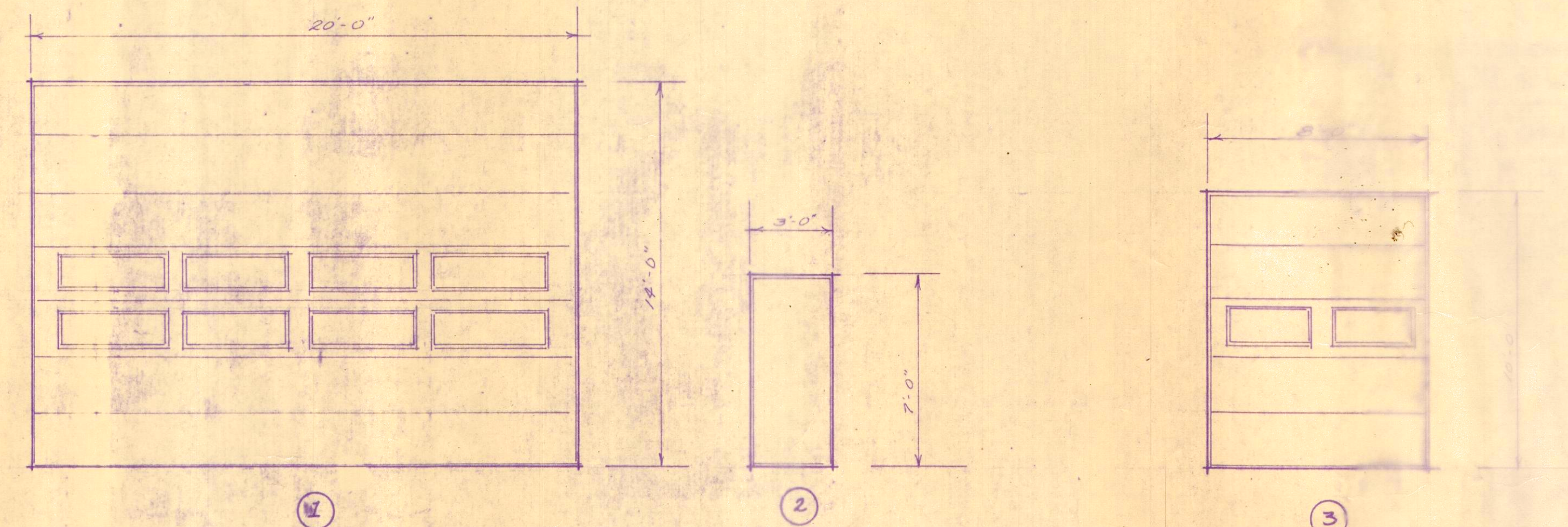


FINISH SCHEDULE									
No.	Room	FLOORS		BASE		WALLS		CEILING	Misc.
		MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	PAINTED STRUCT. STEEL	ONE FINISH COAT
100	WARE HOUSE	CONC.	NONE	NONE	NONE	BRICK	EXPOSED		

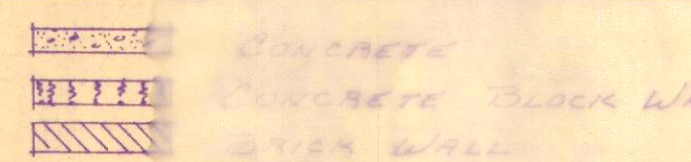
HARDWARE SCHEDULE							
MARK	QUANTITY	ITEM	DESCRIPTION	MARK	QUANTITY	ITEM	DESCRIPTION
A.	3	PAIR BUTTS	BB 1234 P 4 1/2 X 4 1/2	A	2	LOCKS	301 DL-1234 US200 V. 100
"	2	CLOSERS	EN 1234 X 1/8		1	LOCK SETS	ES21 DL-1234 200
"	2	DROP BRACKET	EN 1200 B				
"	2	KICK PLATES	8 X 34 US32 D				
"	2	PIPE STOPS	4106 X 4185 US200 X 1/8				
"	2	THRESHOLDS	LT 206H-30 ALUMINUM				

DOOR SCHEDULE				
No.	SIZE	DOOR TYPE	FRAME TYPE	REMARKS
1	20'-0" X 14'-0"	FLUSH TYPE WOOD OVER-HEAD DOOR - MOTOR OPER.	MASONRY	
2	3'-0" X 7'-0" X 1 1/2"	FLUSH TYPE Hollow Mtl.	Mtl. 8 3/4" WIDE, 2" JAMB & HEAD	
3	8'-0" X 10'-0"	FLUSH TYPE WOOD OVER-HEAD DOOR - MOTOR OPER.	MASONRY	

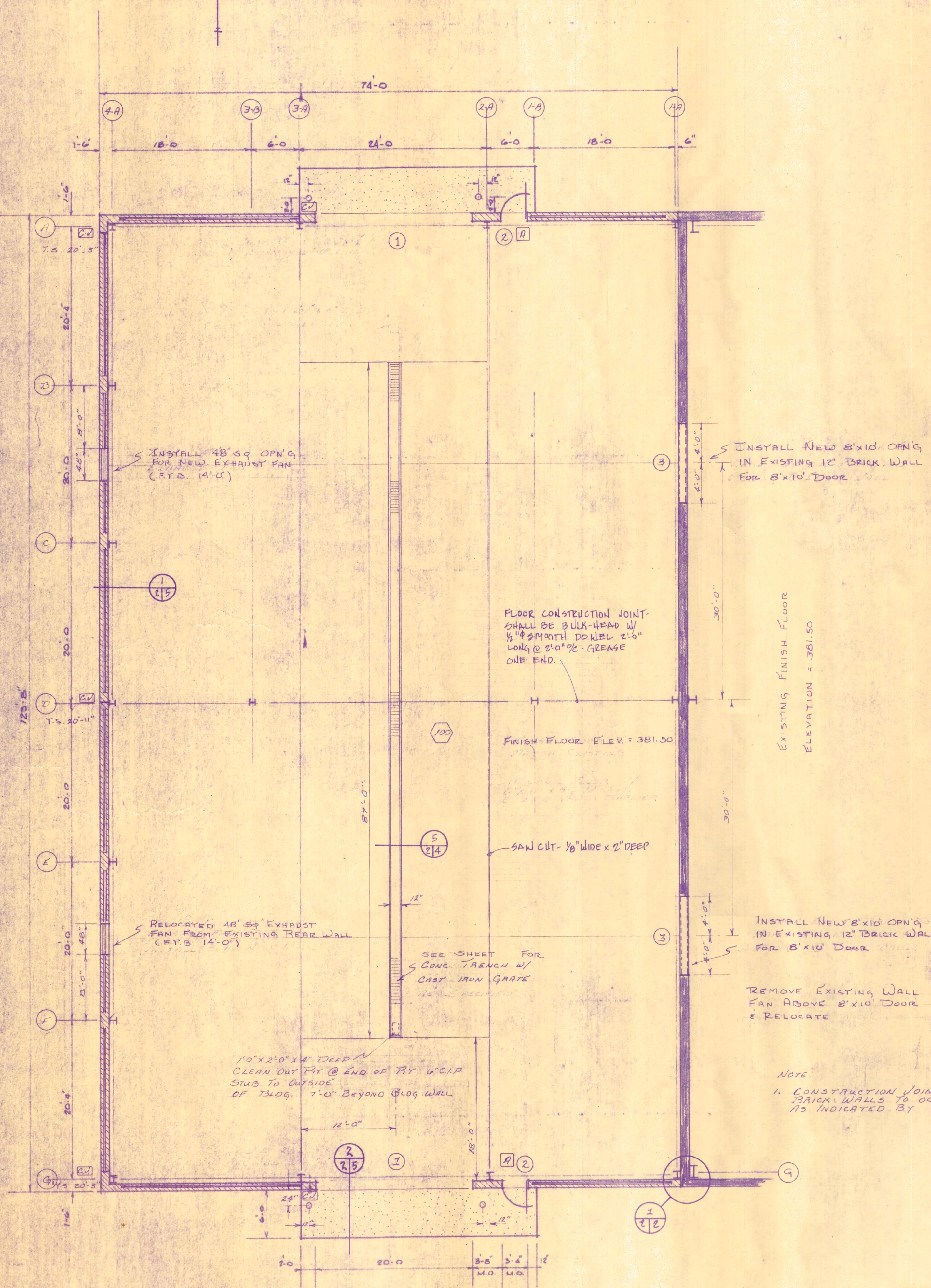
* FLUSH TYPE 1 3/4" THICK W/ TWO SECTIONS OPEN FOR GLASS BY OTHERS 24" HIGH LIKE 8" TRACK, ELECT. OPERATION 110V 1/4 HP
W/ 3 BOTTOM CONTROLS LOCATED IN 3 DIFFERENT LOCATIONS POWER BY OTHERS
† FLUSH TYPE 1 3/4" THICK W/ ONE SECTION OPEN FOR GLASS BY OTHERS - 6'-0" HIGH LIKE
2" TRACK, ELECT. OPERATION, 110V 1/4 HP W/ 2 FULL CORDS TRACK MOUNTED ON STEEL JAMB



LEGEND OF MATERIAL



1
2
3
SHEET NO. 2 OF 3 SHEET ON WHICH THIS DETAIL APPEARS
ORIGINAL



NOTE:
1. CONSTRUCTION JOINTS IN BRICK WALLS TO OCCUR AS INDICATED BY [Symbol]