

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 16th day of December, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and **Laughlin-Sutton Construction Co.** (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement**: The term of this Agreement shall commence on December 16, 2024 and end on November 18, 2025, unless terminated hereinafter set forth.
2. **Scope of Service**: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation**: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of **\$571,100.00**, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance**: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality**: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Laughlin-Sutton Construction Co.
Joseph D. Steele, Jr. - VP
PO Box 13226
Greensboro, NC, 27415-3226
jsteele@laughlinsutton.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by

reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.


CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

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

Roy Lynch, Finance Director

CONTRACTOR

By: 
Name: Joseph D. Steele, Jr
Title: Vice President

APPENDIX 1

SCOPE OF WORK: Addition to the Goldston Library

PROJECT NAME: Goldston Library Addition

SCOPE OF SERVICES: Construction to create the additional space per the documents.

TOTAL COMPENSATION: - \$571,100.00

COMPLETION DATE: November 18, 2025

APPENDIX 2

INSURANCE REQUIREMENTS

Worker's Compensation
Statutory Limits

Automobile Liability
\$250,000 bodily injury per person
\$100,000 property damage

General / Professional Liability
\$ 100,000 bodily injury per person
\$ 500,000 bodily injury per occurrence
\$ 100,000 property damage
\$1,000,000 errors and omissions and
negligent performance

NOTE: The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2024

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

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

PRODUCER McGriff Insurance Services LLC Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Bobbi D. Pendleton
	PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: BPendleton@mcgriff.com
INSURED Laughlin-Sutton Construction Company P.O. Box 13226 Greensboro, NC 27415-3226	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : The Cincinnati Insurance Company 10677
	INSURER B : Builders Premier Insurance Company 13036
	INSURER C : Hanover Insurance Company 22292
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0183294	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0183294	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	EPP0183294	04/01/2024	04/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PWC100982610	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Lease/Rent Equip	Y		IH6990258723	04/01/2024	04/01/2025	\$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Goldston Library. Chatham County is included as Additional Insured with respect to General Liability Coverage where required by written contract.

CERTIFICATE HOLDER Chatham County PO Box 1809 Pittsboro, NC 27312	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Chatham County Finance Office
P O Box 608
Pittsboro, NC 27312

REQUEST FOR BIDS

Goldston Library Addition

Release Date: Tuesday, September 3, 2024

Mandatory Pre-Bid Meeting: Tuesday, September 10, 2024, at 10:00 AM EST

Deadline for all questions: Tuesday, September 17, 2024, at 12 Noon EST

Addendum Release: Thursday, September 19, 2024, at 5:00 PM EST *(if needed)*

Bid Deadline: Tuesday, October 1, 2024, at 2:00 PM EST

Physical Address: Chatham County Finance
12 East St
Pittsboro, NC 27312

Mailing address: Chatham County Finance
PO Box 608
Pittsboro, NC 27312

Questions and Contact: **Michele Peluso**
Chatham County Finance
purchasing@chathamcountync.gov

County Project Manager: **Brian Stevens**
Chatham County Facilities and Construction Division
Brian.stevens@chathamcountync.gov

**Chatham County Bids
and Opportunity Page:** <https://www.chathamcountync.gov/government/bid-proposal-opportunities>



Chatham County Finance Office
P O Box 608
Pittsboro, NC 27312

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2. Information for Bidders
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6. Support/Design Documents (Specifications are included within the drawings)



Chatham County Finance Office
P O Box 608
Pittsboro, NC 27312

ADVERTISEMENT

Request for Bids: Goldston Library Addition

Chatham County is soliciting bids for to create additional space in the existing Goldston Library based on the scope and drawings provided within these documents. Pursuant to NC General Statute 87.1 a general contractor license is required. Bids will be received by Michele Peluso, Chatham County Finance Office until **2:00 PM, EST, on Tuesday, October 1, 2024.** Bids will be opened publicly and read aloud at **2:00 PM EST**, at the Chatham County Performance Building 964 East Street, Pittsboro, NC 27312, second floor conference room.

Copies of the BID DOCUMENTS and addenda may be obtained in electronic format via the Chatham County webpage at <https://www.chathamcountync.gov/government/bid-proposal-opportunities>.

Each BID must be submitted in a sealed envelope, addressed to Michele Peluso, Chatham County Finance Office at 12 East St., Pittsboro, NC 27312. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Goldston Library Addition and the envelope should bear on the outside the BIDDER'S GC License number, BIDDER'S name, address, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at PO Box 608, Pittsboro, NC 27312.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA.

A mandatory pre-bid meeting is scheduled for **Tuesday, September 10, 2024 at 10:00 AM EST**, on the site located at **9235 Pittsboro Goldston Road, Goldston, NC 27252**. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Questions regarding this RFB must be submitted in writing either via e-mail to Michele Peluso at purchasing@chathamcountync.gov or by fax to 919-542-4261. All questions requiring additional information will be responded to in an addendum. **The deadline for questions is Tuesday, September 17, 2024, by 12:00 Noon. The last addendum for this project will be issued Thursday, September 19, 2024 by 5:00 PM.**



Chatham County Finance Office
P O Box 608
Pittsboro, NC 27312

INFORMATION FOR BIDDERS

Request for Bids:
Goldston Library Addition

BIDS will be received by Chatham County (herein called the "OWNER") until **2:00 PM EST, Tuesday, October 1, 2024**, and then publicly opened and read aloud at the Chatham County Performance Building 964 East Street, Pittsboro, NC 27312, second floor conference room.

Contractors, who are both submitting a bid and attending the public bid open, may choose to present your sealed bid to the Finance Office representative at the bid open location, and prior to the 2:00 PM deadline.

The OWNER may waive any informalities or minor defects or reject any and all BIDS.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.

Any BID received after the time and date specified shall not be considered.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA.

The BID DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

The NOTICE TO PROCEED shall be issued within Thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the Thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the BID DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

**Request for Bids:
Goldston Library Addition
BID FORM**

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the work described in the BID DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

Item	Description	Unit	Total
1	Addition	LS	\$
2	Unforeseen Conditions Allowance		\$20,000.00
3	Cost for Additional 3 Parking Spaces	LS	\$
4	Other Fees		\$
5	Project Total		\$

Respectfully submitted:

Signature	Address
Title	Date
Contractor's GC License number	

SEAL - (if BID is by a corporation)

**** Proposed estimated Sales Tax to be paid in the project = \$ _____**

ADDITIONAL CONTRACTING REQUIREMENTS

A. Insurance Requirements

Chatham County requires selected contractors and any subcontractors to obtain and maintain, at their own expense, all insurance required by state and federal law. If requested, the selected organization agrees to provide Chatham County with evidence of required policies, certificates and/or endorsements upon the award of the contract. At a minimum, contractors and subcontractors are required to have the following coverage related to any contract work for Chatham County:

- **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (Non-applicable-individual.)
- **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$100,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000 property damage. (Defense cost shall be in excess of the limit of liability.)
- **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$250,000.00 bodily injury and \$100,000 property damage.

The County shall be named as an additional insured on both the professional liability and comprehensive general liability coverage. Contractor shall furnish copies of all such policies and all renewals, terminations, and alterations to the County on a current basis.

B. E-Verify

Effective September 4, 2013, North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

C. Iran Divestment Act

Effective October 1, 2015 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of §143C-6A-5. Contractor agrees to fully comply with such statute and require Contractors subcontractors, if any, to fully comply with such statute.

D. 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 NC 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.

E. Additional County Conditions:

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the submittal. However, Chatham County reserves the right to change the conditions, requirements and specifications as it deems necessary.
- The bid form must be signed by a duly authorized official of the proposing organization or individual submitting the bid.
- No bids will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff or the Chatham County Board of Commissioners.
- Chatham County is not obligated to enter into any contract as a result of the RFB.
- Chatham County reserves the right to reject any and all bids or any part thereof and to select the most responsive firm that is deemed in the best interest of Chatham County.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any bid.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- Chatham County reserves the right to negotiate with any, none or all of the proposing company.
- All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company.
- The County will not return bid materials to those submitting proposals.
- No agreements with any selected vendor shall be binding until a contract is signed and executed by the Board of Commissioners or County Manager and authorized representatives of the vendor.
- Chatham County will follow all applicable local, state, and federal procurement requirements when expending federal funds and require all contractors to comply in full.
- Details of all terms and conditions for purchase orders and contracts can be found at <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>.

Chatham County is an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age or disability.

PROJECT INFORMATION

Work to be included in this project will be as identified within the project documents with minimal invasion (or construction) associated with the existing space.

This project will be performed while the existing facility remains in operation which will require proper supervision and behavior by all parties associated with the project. Any interactions with staff or patrons that is found to be inappropriate could result in removal of individuals or contractors from the site/project.

Please note that as this is a government managed project, items/materials noted within the documents are to be used as a basis for design and alternative items/materials can be submitted for approval as long as they meet the equal to or better than standard against the basis of design. Submittals may be requested for substantial materials/equipment such as HVAC equipment, plumbing fixtures, cabinets and countertops, etc. **Submittals will be required for sign-off for finishes such as paint, flooring, base, color choices, etc.**



DATE: September 12, 2024
TO: Firms Interested in the Goldston Library Addition
FROM: Michele Peluso, Chatham County Procurement Manager
SUBJECT: Addendum No.1– Prebid Meeting Date and Bid Dates

A second mandatory pre-bid meeting has been set for September 24, 2024, at 10:00 AM EST on the site located at **9235 Pittsboro Goldston Road, Goldston, NC 27252**. If you attended the first pre-bid meeting, you are exempt from attending the second meeting.

Due to the second mandatory pre-bid meeting, the due dates for the bid have changed. Please see below for the new due dates.

- 2nd Mandatory Pre-Bid Meeting:** Tuesday, September 24, 2024, at 10:00 AM EST
- Deadline for all questions:** Tuesday, October 1, 2024, at 12 Noon EST
- Addendum Release:** Thursday, October 3, 2024, by 5 PM EST
- Bid Deadline:** Tuesday, October 15th, 2024, at 2:00 PM EST

Company Name: _____

Representative's Name: _____

Signature: _____

Date: _____



DATE: October 3, 2024
TO: Firms Interested in the Goldston Library Addition
FROM: Michele Peluso, Chatham County Procurement Manager
SUBJECT: Addendum No.2– Goldston Library Addition –
Questions from Site Visit on 9/24/24 at 10:00 AM

Please include addendum acknowledgement in your submittal.

1. **Q:** Water line
A: We would prefer to have the frost free hydrant relocated outside the footprint of the building, but it can be removed and capped in needed.
2. **Q:** Block walls masonry – R7 per inch
A: This requirement is spelled out in the notes within the documents.
3. **Q:** Are there any as-built drawings available for this addition?
A: No. This building was an old home that was converted into a library.
4. **Q:** Is there a specific schedule for completion?
A: There is not a current schedule for completion but would expect 6-8 months.
5. **Q:** What is the estimated cost for the project?
A: We are unsure, but the guestimate is over \$500,000.
6. **Q:** Will there be a dedicated staging area during installation to store materials, equipment, etc.
A: The County will designate an area to utilize as a staging area on library property.
7. **Q:** Are there any time restrictions for contractors to work onsite?
A: If it has been communicated and approved with the County Facilities Director, Brian Stevens, and the staff at the library, after hours work will be permitted.
8. **Q:** Will the contractors have access to the electrical room.
A: Yes, the library staff has keys to access the electrical room.
9. **Q:** Will the commemorative bricks need to be salvaged?
A: Yes. They will need to be put aside for now in a safe place.

10. **Q:** Is the well operational? If so, where does the line run and how far out from the well does it run?
A: Yes. The facility is on municipal water. The well is not functional.
11. **Q:** Can you confirm the existing roof slope?
A: Assumed to be 4:12 but should be field verified prior to fabrication.
12. **Q:** Can you confirm existing heel height if we are to match existing roof line?
A: Assumed to be 8'-0" but should be field verified prior to commencement of construction.
13. **Q:** Can you confirm existing overhang?
A: Assumed to be 1'-4" but should be field verified prior to commencement of construction.
14. **Q:** Please advise on the architectural specifications, specifically Division 8, to show what the existing doors and hardware need to be to match. Is there a color of window to match?
A: Doors shall be solid core wood doors (natural finish birch), with hollow metal frames. Hardware shall be Schlage "Elan" series, brushed nickel, "Plymouth" trim. Finish shall be stain to match existing doors, with two coats of clear Polyurethane.

The window frames will be white. Muntin configuration shall match the existing facility.
15. **Q:** Please provide a copy of the sign in sheet from yesterday's pre-bid.
A: Please see attachment.
16. **Q:** Can the architect provide a pec for the stone and asphalt depths?
A: Parking Lot additional spaces shall have an 8" ABC compacted stone base, with (2) 1-1/2" lifts (3" total) of asphalt (NCDOT design mix 9.5B, or 9.5C).
17. **Q:** Is there a room finish schedule? If not, are all ceilings painted drywall; are all walls painted drywall?
A: Walls shall be painted drywall, using a Satin finish, Sherwin Williams "Infinity" paint, minimum 1 coat primer and 2 finish coats. Color to be selected. Door frames shall be SW "Infinity", semi-gloss. Color to be selected.
18. **Q:** There is a panel B but Switchgear schedule on the drawings as it shows new item.
A: The proposed electrical drawings indicate Panel B as new. Panel A is existing and would serve Panel B; let us know if further questions or we have misinterpreted question.
19. **Q:** The connection from Panel A to Panel B goes from Electrical Room to New Addition is this underground or overhead and there are no engineered specifications for this on the drawings either.
A: Feed from A to B is to proposed to be overhead, contingent on the field conditions. Wire is sized on riser diagram. Final routing is per field verification / contractor means and methods.

20. **Q:** AHU and HP are pictured but they have no wiring specifications, and I would assume the AHU will need a receptacles for maintenance in the attic as I believe it has to be with 6-8 ft.

A: Panel schedules to be completed for Lighthouse permit drawings. See mechanical plans for current specification / electrical information. Yes, AH will need GFI receptable for maintenance – this will be added to electrical plans.

21. **Q:** None of the lighting or power items are labeled by circuit.

A: To be completed for Lighthouse permit drawings.

22. **Q:** Lighting schedule shows an item V which I assume is supposed to be D?

A: Yes, D – item to be updated on our plans, thank you.

23. **Q:** Also lighting schedule shows EMX but there are not any visible on the plans.

A: Device to be added at new exterior doors.

24. **Q:** Staff Bathroom shows receptacle above sink this should GFCI or GFCI breaker?

A: GFI receptacle is fine – see symbol legend.

25. **Q:** AH-1 is in different location on Mechanical Drawings versus Electrical.

A: AH-1 is to be located above storage as indicated on M plans; E plans to be updated.

26. **Q:** Gravity Ventilator system on Mechanical will it require power?

A: Motorized damper (LV) controls opening and closing of outside air duct. GV has no power connection.

Meeting Minutes

*Additional discussion items not covered in the questions above.

- Completed permit set will be provided to the awarded bidder.
- The library will be operational during construction.
- Books to be packed up for carpet staging.
- Please read the notes along with viewing the drawings as the notes provide additional details.

Company Name: _____

Representative's Name: _____

Signature: _____

Date: _____



Chatham County Goldston Library Addition Mandatory Pre-Bid Sign in Sheet

Project:	Goldston Library Addition	Meeting Date:	9/10/24 at 10:00am
Facilitator:	Brian Stevens / Michele Peluso	Place/Room:	9235 Pittsboro Goldston Road Goldston, NC 27252

Name	Title	Company	Phone	Fax	E-Mail
Isaac Ellington	President	Ellington Contracting, Inc	919-548-1132		isaac.ellington@gmail.com
Chad Hensley	Estimator	BAR Construction	(836) 544-5793		chensley@barconstruction.com bids@barconstruction.com

Name	Title	Company	Phone	Fax	E-Mail

2nd



RFB Goldston Library Addition Mandatory Pre-Bid Sign in Sheet

Project:	RFB Goldston Library	Meeting Date:	9/24/24 at 10:00 AM
Facilitator:	Brian Stevens / Michele Peluso	Place/Room:	9235 Pittsboro Goldston Road, Goldston, NC 27252

Name	Title	Company	Phone	Fax	E-Mail
John Foster	Superintendent	Sausbury & Moore	919-908-3716		John.Foster@sausburyandmoore.com
Joseph Craig	PM	Hamiett Associates	336-402-9967		joseph@hamietail.com
Jay Steele	P.M.	Laughton & Sutton	336-707-1115		jsteele@laughtonsutton.com
Jonah Williams	Estimator	Carolina Commercial Contractors	919-356-9807		jwilliams@carolinacommercial.com
JR Marshall	Manager	Gwyn Services HVAC	336-774-1818		Jr.Marshall@gwynservices.com
Isaac Ellington	President	Ellington Contracting, Inc	419-548-1132		isaac.ellingtoncontracting@gmail.com
Trent Johnson	PM	Central Builders Inc of Mebane	336-293-2909		tjohn@centralbuildersinc.com
Anthony Brady	PM	RiverWILD Commercial	(919) 634-4448 336-494-0046		trent@staywild.com anthony@amconstruction-service.com
Kyle Jeffreys	Estimator	HM Kern	336-583-5566		estimating@hmkern.com
Mark McHenry	PM	Harrod and Assoc.	919-838-7780 407-947-4638		estimating@harrodandassoc.com

DAVID MORTON ARCH. SELF 305-753-1799 cdmort@pbellsouth.net

Name	Title	Company	Phone	Fax	E-Mail



DATE: October 11, 2024
TO: Firms Interested in the Goldston Library Addition
FROM: Michele Peluso, Chatham County Procurement Manager
SUBJECT: Addendum No.3– Goldston Library Addition

Please include addendum acknowledgement in your submittal.

The bid date has been extended to October 22, 2024, at 2 PM. If delivering the bid prior to the bid opening and not planning to attend, please deliver to Finance at 12 East Street, Pittsboro, NC 27312. If attending the bid opening, please deliver the before the 2:00 PM deadline to 964 East Street, Pittsboro, NC 27312.

The ***bid form has been updated*** to reflect an allowance for the tile. Please see page two of this addendum.

Additional Questions:

1. **Q:** The existing service is 225-amp 240/120 volt single phase with a new remote panel sized at 100 amps 240/120 volts. The calculated load for the new addition would exceed the 100 amps and also would cause the main panel to exceed 225 amps.
A: *See the Mechanical and Electrical drawings attached.* Both disciplines reflect what will be on the permit set, even though the Mechanical only shows some air flows that will be needed for permit, but don't affect the design, or cost.
2. **Q:** there is no mention of data outlets or communications drawing. Will this be covered by another contractor?
A: *See the Mechanical and Electrical drawings attached.* Both disciplines reflect what will be on the permit set, even though the Mechanical only shows some air flows that will be needed for permit, but don't affect the design, or cost.
3. **Q:** There is not an exact tile to be quoted, no unit price or allowance for it. How do we need to quote this?
A: The notes on the bid set called to match the floor and wall tile that is currently in the existing toilets, with color samples to be provided.

**Request for Bids:
Goldston Library Addition
BID FORM**

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the work described in the BID DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

Item	Description	Unit		Total
1	Addition	LS		\$
2	Unforeseen Conditions Allowance			\$20,000.00
3	Tile Allowance	Sq Ft	\$2.00/sq ft	\$
4	Cost for Additional 3 Parking Spaces	LS		\$
5	Other Fees			\$
6	Project Total (excluding tax)			\$

Proposed estimated Sales Tax to be paid in the project = \$ _____

Respectfully submitted:

Signature	Address
Title	Date

Contractor's GC License
number

SEAL - (if BID is by a corporation)