

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance

Department contract file name (use effective date): Ellington Contracting\_1910\_20200817

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: CORA Food Pantry Expansion – Construction Contract

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Ellington Contracting

Effective Date: 8/17/2020

Approved by: Commissioners

Commissioner Approval Date: 8/17/2020

Ending Date: Click here to enter a date.

Total Amount: \$251,121.04

Is this contract funded by federal dollars? Yes  No

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**FORM OF CONSTRUCTION CONTRACT**

(PRIME CONTRACT(S))

THIS AGREEMENT made the 17<sup>th</sup> day of August in the year of 2020 by and between **ELLINGTON CONTRACTING, INC.** hereinafter called the Party of the First Part and **CHATHAM COUNTY**, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Specifications; accepted proposal; contract; workmen's compensation; public liability; property damage and builder's risk insurance certificates; certificate by the Office of the Finance Director of the County, and drawings, titled:

CORA Food Pantry Expansion

Consisting of the following sheets:

Including, but not limited to -

PROJECT SPECS; PROJECT SITE SPECS; PROJECT BUILDING SPECS;

FORM OF COUNTY CONTRACT; GENERAL CONDITIONS; SITE DRAWINGS C1.0,

C1.1, C1.2, C2.1, C2.2, C3.1, C4.1, and C5.1.

And the following addenda:

Addendum No. 1 Dated: 6/25/2020 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **180** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in the Project Specifications and General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the Project broken down by the various divisions or part of the work and by calendar days. If the Party of the First Part fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Party of the First Part shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Party of the Second Part may give notice in writing, sent by certified mail, return receipt requested, to the Party of the First Part and his surety of such delay, neglect or default, specifying the same, and if the Party of the First Part within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Party of the Second Part shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify the Party of the Second Part in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Party of the Second Part shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Party of the First Part, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Party of the Second Part, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Party of the First Part and surety. In case the expense so incurred by the Party of the Second Part shall be less than the sum which would have been payable under the contract, if it had been completed by said Party of the First Part, then the said Party of the First Part and surety shall be entitled to receive the difference, but in case such expense shall exceed the

sum which would have been payable under the contract, then the Party of the First Part and the surety shall be liable and shall pay to the Party of the Second Part the amount of said excess.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Two Hundred Fifty-One Thousand, One Hundred Twenty-One Dollars and Four

Cents (Includes Add Alternate for Panels) (\$ 251,121.04 ).

Summary of Contract Award:

4. On or before the 30th day of each calendar month, the Party of the Second Part shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to reduce retainage requirements after 50 percent of the work has been satisfactorily completed on schedule.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

**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). If Contractor or any Contractor's sub-contractors, 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.

**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.

**IRAN DIVESTMENT ACT CERTIFICATION:**

By acceptance of this Contract Agreement, Contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

**REQUIREMENT TO RECYCLE CERTAIN ELECTRONIC EQUIPMENT:**

Contractor's 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 within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

Miles Boring



Contractor: Ellington Contracting, Inc.

By: Isaac Ellington

Title: President

(Owner, Partner, or Corp. Pres. or Vice Pres. only)

CHATHAM COUNTY

Witness:

\_\_\_\_\_

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

Title Chatham County BOC Chair

**CERTIFICATION BY THE FINANCE DIRECTOR  
OF CHATHAM COUNTY**

Provision for the payment of money to fall due and payable by the terms under this agreement and have been provided for by allocation made and is available for the purpose of carrying out this agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed \_\_\_\_\_  
Financial Officer