

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and A&M Construction Services, Inc., 739 South Main Street, Randleman, NC 27317 ("Contractor").

WHEREAS, 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 the mutual agreement described below, the parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on **September 17, 2018** and end on or before **November 30, 2018**, unless terminated as hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or services (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 Contractor, the County shall pay the Contractor the sum of **\$153,228.00**, payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Worker's Compensation	\$250,000 bodily injury per person	\$100,000 bodily injury per person
Statutory Limits	\$100,000 property damage	\$500,000 bodily injury per occurrence
		\$100,000 property damage

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. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification 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.

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. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.
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, addressed as follows:

Chatham County Attn: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312 919-542-8200	A&M Construction Services, Inc. Attn: Anthony Brady 739 South Main Street Randleman, NC, 27317 336-498-0046 anthony@amconstructionservice.com
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Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

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 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, Purchasing Agent, 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 provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) 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:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.
 - (c) 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.
 - (d) Failure to maintain the insurance required by this Agreement.
 - (e) Charging rates or fees in excess of those permitted under in this Agreement.
 - (f) Inefficient, or unsafe practices in providing Services.
 - (g) The material breach of any provision of this Agreement.

- (ii) 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 which 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 Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of Service under this Agreement.

18. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

19. State and Federal Requirements; County Terms and Conditions: by signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors 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 this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

20. 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: _____
Renee Paschal, County Manager

Contractor

By: _____
A&M Construction Service, Inc.
Anthony Brady

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

Vicki McConnell, Finance Director

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: CCCC Trail Renovation

SCOPE OF SERVICES: See attached

TOTAL COSTS: which includes all Reimbursables: \$153,228.00 (Asphalt option)

COMPLETION DATE: November 30, 2018

Request for Bids

Central Carolina Community College

Walking Trail Renovation

Project Information

Currently there is a 4,900 foot long (+/- 100 ft), average of 6 foot wide walking trail around the outer portion of the Central Carolina Community College (CCCC) campus located in Pittsboro, NC near the intersection of Highway 64 West Business and Highway 87 North.

Chatham County and CCCC are requesting bids for the demolition and removal of the existing asphalt path, removal of marked trees along the path, rework of the subgrade to include addressing root infiltration, and applying 2" of asphalt. **The required deadline for completion of the work is December 1, 2018.**

A site visit will be required prior to bidding and must be scheduled through Brian Stevens – (919) 548-2008 or brian.stevens@chathamnc.org. All site visits must be scheduled and completed by Friday, August 24, 2018.

The County is asking for lump sum pricing to be submitted with the bid.

The requirements of this package will include, but not be limited to the following:

SCOPE OF WORK

- Removal of existing 4,900 ft (=/-) asphalt track to include off-site disposal of all material and debris from demolition
- Removal of at least 17 marked trees along the trail along with associated undergrowth around the trunks – includes off-site disposal of all tree debris.
- Preparation and compaction of soil subgrade surface to accept new asphalt application. This is to include removal of areas of root infiltration within the trail footprint and required work to prevent future root infiltration in those areas. It will be required that the County's Project Manager review, approve, and sign off on the subgrade prior to the placement of the asphalt. Any areas deemed as unsuitable by the contractor must be identified and brought to the attention of the County's Project Manager who will render a decision on how to address the area. Should the solution require additional expense, the value will be negotiated between the County and Contractor and addressed via change order.
- Furnish and install 2" of S9.5B surface asphalt (priced in accordance with the latest NCDOT asphalt index) at a minimum of 6' wide. Asphalt is to be placed in a method to prevent areas of possible standing water. The placement of the asphalt is to be scheduled with the County's Project Manager to allow the witnessing of the application and verification of thickness.
- Cleanup as necessary to leave site in condition similar to that at the start of the project.
- Any and all required permits will be the responsibility of the contractor and anticipated costs should be included in the bid.

There are areas available for equipment and material storing and staging; however, prior to bringing equipment or materials on site, the storing and staging areas need to be identified, coordinated, and approved by CCCC.

A proposed schedule and sequence of work will be required very soon after award so that CCCC can keep the trail users notified of the anticipated interruption of trail use.

Insurance:

Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker’s Compensation
Statutory Limits
Statutory Limits

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD) or

General/Professional Liability

\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)

Time of Performance

All work shall commence within the schedule and timeframe agreed upon by both parties. To be established at scope review and time of award.

Submittal Content – Bid Form Proposal-with Lump Sum Fee

The bidder shall attach a “not to exceed” lump sum fee, on the provided Bid Form. The cost of the services (including the furnishing of all materials, equipment, labor and any required insurance) shall be based upon this stipulated sum for all services as outlined in this Request for Bids. The bidder shall include a current general contractor’s license number on the form.

Lump sum fee must be good for 60 days.

Non Obligation

This Request for Bids shall not be construed to create an obligation on the part of the County to enter into a contract with any firm. The County reserves the right to reject any and all bids or to accept the bids that, in the judgment of the County, is in its best interest.

Bid Instructions

1. Deadline for bid submission: Sealed bids must be **submitted by 3:00 pm EST on Friday, August 30, 2018** to the following address:

Robin James, Chatham County Purchasing Agent
12 East Street (physical address)
P.O. Box 608 (mailing location)
Pittsboro, NC 27312

Responses received after the assigned time will not be accepted.

There will not be a public bid open as this is an informal construction project.

2. Withdrawal of Bids: Proposing vendors may withdraw their bids any time **prior** to the deadline on **August 31, 2018**, but the withdrawal must be submitted in writing and signed by the proposing vendor.
3. Inquiries and Corrections: All inquiries relating to this request should be in writing and submitted by e-mail to Robin James, Chatham County Purchasing Agent at robin.james@chathamnc.org.
4. Any interpretation of or changes made to the bid will be made by written addendum to each known proposed vendor, posted on the County bid opportunity website, and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries must be made no later than on **Monday, August 27, 2018 by 12:00 Noon** to robin.james@chathamnc.org or by fax to (919)-545- 2417. No RFP inquiry telephone calls please.

Should you receive an out of office response, please submit your questions to Brian Stevens at brian.stevens@chathamnc.org. If an addendum is needed, the last one will be issued by **August 28 2018**, and posted to the County website at:

<http://www.chathamnc.org/government/current-bid-proposal-opportunities>

5. It shall be the responsibility of each proposing organization or individual to verify that every addendum has been received prior to submitting bids.
6. Vendor Certification: The submission of bids shall be deemed a representation and certification that the proposing vendor:
 - Has carefully read and fully understands the information provided by Chatham County in this RFB;
 - Is financially solvent and has the capability to successfully undertake and complete the responsibilities and obligations of the bid submitted;
 - Represents that all of the information contained in the submitted bid is true and correct;
 - Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms or conditions of this bids;
 - Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing vendors and hereby grants Chatham County permission to make these inquiries; and
 - Acknowledges that any bid cannot be modified after its submission for any reason.

7. Late submittal: Late bids will not be accepted under any circumstance and will not be opened or reviewed. **We will not accept bids by fax or e-mail.** The sender must allow ample delivery time for the selected shipment or transmission methods.
8. Definition and Context: Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.
9. County Conditions:
 - All bidding firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the bid. 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 bidding 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.
 - All prices quoted must be firm for a period of 60 (sixty) days following the bid deadline.
 - Chatham County reserves the right to reject any and all bids or any part thereof and to select the most responsive bid that is deemed in the best interest of Chatham County.
 - The County intends to make one award as the result of the Request for Bids.
 - Chatham County may approve or disapprove the use of specific proposed subcontractors in any bids.
 - Chatham County reserves the right to enter into an agreement with another bidding 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 bidding company.
 - All costs, including travel and expenses, incurred in the preparation of this bid will be borne solely by the bidding company.
 - The County will not return bid materials to those submitting bids.
 - The bidding vendor shall complete and sign the Vendor Information & Signature Form.
 - The awarded contractor must enter a contract using the Chatham County on our County Contract Template. A draft is provided for your review.
 - 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.
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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.



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

Finance Officer: Vicki McConnell

Date: 8/28/2018
To: Vendors Interested in the Central Carolina Community College Walking Trail Renovation RFB
From: Robin James, CLGPO
Chatham County Procurement Manager
Subject: Addendum No. 1

This addendum is issued to address questions submitted prior to the Noon deadline on Monday, August 27, 2018,

- Q.1. Can the walking trails be poured back with 4" of concrete at 3,000 psi in lieu of asphalt?
A.1. *The trail may be allowed to be poured back as 4" thick 3000 psi concrete in lieu of asphalt. This will be addressed in the bid as a bid alternate. Alternate pricing will only address the replacement of the 2" of asphalt with 4" of concrete. All other scope requirements are to remain the same within the alternate price. Chatham County and CCCC will review the bid submittals and discuss the choice of asphalt or concrete as it relates to the budget and preferred use for the trail surface.*

Due to the question answered, Chatham County is extending the bid due date to Tuesday, September 4, 2018.

The requirement for a site visit to the walking trail at Central Carolina Community College (CCCC) in Pittsboro must be completed prior to the end of day on August, 31, 2018. Please contact Mr. Stevens as directed in the original RFB. A second visit is not required if you have completed the visit and notified Mr. Stevens.

SUBMISSION OF PROPOSALS

All Proposals **must** be returned by **3:00 PM EST, Tuesday, September 4, 2018.** Proposals **must** be clearly marked as indicated below and delivered to the following address:

CCCC Walking Trail Renovations
Robin S. James, CLGPO
Chatham County Procurement Manager
PO Box 608 (postal service only)
12 East St. (all land deliveries)
Pittsboro, NC 27312
Email: robin.james@chathamnc.org

Proposals or any part thereof, received after this deadline will not be considered.



CONSTRUCTION SERVICES, INC.

P.O. BOX 4277 • ASHEBORO, NC 27204-4277 • PH: 336-498-0046 • FAX: 336-498-0049

BID# 21-425

AUGUST 31, 2018

CHATHAM COUNTY
28 COUNTY SERVICE RD
PITTSBORO, NC 27312

ATTN: BRIAN STEVENS
ROBIN JAMES
RE: CCCC WALKING TRAIL

DEAR SIR:\$153

WE ARE PLEASED TO QUOTE A BUDGET FOR FURNISHING THE LABOR, MATERIALS, EQUIPMENT, INSURANCE AND TAXES NECESSARY TO:

(BASE BID SCOPE)

- PLACE ALL NECESSARY BARRICADES.
- DEMO APPROXIMATELY 29500 S/F OF ASPHALT AND REMOVE FROM SITE.
- REMOVE VISIBLE ROOTS FROM SUB GRADE.
- REMOVE TREES THAT ARE MARKED WITH PINK MARKING PAINT.
- INSTALL APPROXIMATELY 500 TONS OF S9.5B SURFACE ASPHALT 2" THICK.
- HAUL ALL SPOIL OF SITE.
- LEAVE JOBSITE BROOM CLEAN.

TOTAL\$153,228.00

ADD FOR INSTALLING 4" OF 3000PSI CONCRETE IN-LIEU OF 2" ASPHALT TOPPINGADD.....\$4,497.00 TO ABOVE BASE BID

QUALIFICATIONS:

- WORK IS PRICED FOR NORMAL WORKING HOURS.
- NO FIRE ALARM, TELEPHONE, SECURITY, AND ELECTRICAL (IF NEEDED WILL BE BY OWNER).
- **WE EXCLUDE THE FOLLOWING FROM THE ABOVE QUOTE:** TESTING, CONCRETE TESTING, LOCATING SERVICES, UTILITIES U.N.O., TEMPORARY UTILITIES, ENGINEERING, SHOP DRAWINGS U.N.O., SUBMITTALS, EXCESSIVE ROCK EXCAVATION, EXCESSIVE EXCAVATION DUE TO BAD OR CONTAMINATED SOILS. GEOTECHNICAL ENGINEERING; ACCELERATED SCHEDULE BEYOND FIFTY HOURS PER WEEK. ANYTHING NOT SPECIFICALLY MENTIONED ABOVE.

WE APPRECIATE THE INVITATION TO BE OF SERVICE BY PROVIDING A BID ON THIS PROJECT. IF WE CAN BE OF FURTHER SERVICE ON THIS OR ANY OTHER PROJECT PLEASE LET ME KNOW.

SINCERELY

ANTHONY BRADY
PROJECT MANAGER

THANK YOU FOR THE OPPORTUNITY TO ASSIST WITH YOUR PROJECT!