#### **NORTH CAROLINA**

#### **CHATHAM COUNTY**

#### AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 16th day of June, 2025 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and A&M Construction Services, Inc. (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. <u>Term of Agreement</u>: The term of this Agreement shall commence on June 16, 2025, and end on August 31, 2025, unless terminated hereinafter set forth.
- 2. <u>Scope of Service</u>: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Request for Bids Chatham County Solid Waste & Recycling Collection Center Improvements" and associated construction drawings, attached hereto as Appendix 1 and Appendix 3..
- 3. <u>Compensation</u>: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$113,485.00, 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. <u>Insurance</u>: 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. <u>Confidentiality</u>: 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.
- 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 quality as protected under N.C.G.S. §132-1.2 and 66152.

- 7. <u>Status of Parties</u>: 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. <u>Assignment and Subcontracting</u>: 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. <u>Binding Effect</u>: 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. <u>Notices</u>: 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

A&M Construction Services, Inc. Attn: Anthony Brady 739 S Main Street Randleman, North Carolina 27317 336.498.0046 anthony@amconstructionservice.com

- 11. <u>Governing Law</u>: 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. <u>Modifications</u>: 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. <u>Waiver</u>: 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. <u>Termination</u>: 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. <u>Annual Appropriations and Funding</u>: 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. <u>Indemnity</u>: 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. <u>State and Federal Requirements</u>: 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: <a href="https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms">https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms</a>. A hard copy of the Terms and Conditions is available upon request.
- 19. <u>Controlling Document</u>: 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: Bryan Thompson, County Manager
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
	CONTRACTOR
Roy Lynch, Finance Director	By:
	Name:
	Title:

#### **APPENDIX 1**

#### **Request for Bids**

#### **Chatham County Solid Waste & Recycling Collection Center Improvements**

## **Purpose**

The Chatham County Solid Waste & Recycling Division is requesting bids from qualified, licensed contractors to perform site improvements at the Moncure collection center. The work will include installing concrete pads, asphalt pavement resurfacing and repair, and miscellaneous site work. All trade permits shall be obtained by the Contractor if needed.

## **Scope of Work**

The County is seeking the services of a qualified, licensed contractor to provide site improvements at the properties listed below:

Name	Street Address
Moncure Collection Center	2855 Old US 1, Moncure, NC

A full Scope of Work is provided in Attachment B and construction drawings are provided in Attachment C. The County will select one firm to perform the work.

The County is asking for lump sum pricing to be submitted with the bid. All work shall commence within the schedule and timeframe agreed upon by both parties and will be established at scope review and time of award. It is expected that all work shall be completed within 45 days after Notice to Proceed.

A pre-bid meeting will be held at the Moncure facility (see address above) on <u>Tuesday, April 15, 2025, at</u> 2:00 PM EST.

# **Bid Instructions**

A. Bids Deadline: Must be received by Chatham County no later than Thursday, May 1, 2025, at 2:00 PM EST. A public bid open will take place promptly at 2:00 PM EST at the Chatham County Solid Waste & Recycling Center, 28 County Services Road, Pittsboro, NC 27312.

- B. **Submission of Bids:** Vendors must submit <u>one hard copy</u> with all attachments, including signatory pages, which must be received by the deadline above. Each sealed envelope containing a BID must be plainly marked on the outside as <u>BID for SW&R Improvements</u> and the envelope should bear on the outside the 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 one of the following delivery addresses:
  - Postal Address: Michele Peluso, Chatham County Finance
     P. O. Box 608, Pittsboro, NC 27312 (all postal delivery)
  - Street Address: Michele Peluso, Chatham County Finance
     12 East Street, Pittsboro, NC 27312 (land delivery only)
- C. **Withdrawal of Bids:** Proposing vendors may withdraw their bids any time before the deadline for submission on <a href="Thursday, May 1, 2025">Thursday, May 1, 2025</a>, at 2:00 PM EST, but the withdrawal must be submitted in writing and signed by the proposing vendor.
- D. **Inquiries and Corrections:** All inquiries relating to this request should be in writing and addressed to:

Michele Peluso, Chatham County Finance Office
P.O. Box 608, Pittsboro, NC 27312
They also may be faxed to 919-542-4261 or emailed to: purchasing@chathamcountync.gov

If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to the County's purchasing agent listed above. Any interpretation of or changes made to the RFB will be made by written addendum to each proposing consultant 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 submitted by <a href="5:500 PM">5:00 PM</a>
EST on Tuesday, April 22, 2025. It shall be the responsibility of each proposing organization or individual to verify that every addendum has been received prior to submitting bids.

- E. **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 bids submitted;
  - Represents that all of the information contained in the submitted bids 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 bid;
  - 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 bids cannot be modified after submission for any reason.

- F. **Format & Deadline of Bids:** Late bids will not be accepted under any circumstance and will not be opened or reviewed. We will not accept bids by fax or any method other than is outlined under item B of Bids Instructions. The sender must allow ample delivery time for the selected shipment or transmission methods.
- G. **Bid Bond**: The County formal limit of \$300,000 requires the 5% Bid Bond, which must be included with the bid submittal *for any bid in the formal range only*.
- H. **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.

## **RFB Schedule**

- A pre-bid meeting will be held at the Moncure Collection Center on <u>Tuesday</u>, <u>April 15, 2025, at</u> <u>2:00 PM</u>. Attendance is optional but encouraged.
- The deadline for submitting questions in writing (mail, email, or fax) is <u>5:00 PM EST on Tuesday</u>, April 22, 2025.
- The deadline for receipt of bids by the county is **2:00 PM EST on Thursday, May 1, 2025**.
- We expect to have the contract executed and work to begin by June 1, 2025.

#### **Insurance and Legal 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. As a minimum, contractors and subcontractors are required to have the following coverages 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, \$100,000 property damage, and 1,000,000 in errors and omissions and negligent performance. (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.

## **Bid Bond or Bid Deposit**

Any bid which meets the Chatham County Formal Range of \$300,000 or more, must be accompanied by a Bid Bond at the time of submission, executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the Owner if the bidder fails to execute the Contract. The Bid Bond shall be in a separate envelope labled as such. The Bid Bond shall be in the amount of five (5%) percent of the total bid plus all the alternates. The Bid Bond shall be valid for a minimum of sixty (60) calendar days. In lieu of a Bid Bond, a deposit equal to five (5%) percent of the total bid plus all of the alternates in the form of a Cashier's Check or Certified Check on some bank or trust company insured by the Federal Deposit Insurance Corporation and payable to County of Chatham. The purpose of the Bid Deposit or Bid Bond is to ensure that the bidder will enter into a Contract with the Owner with the terms stipulated in the Bid Proposal and the bidder guarantees that a Performance, Labor & Material Bond will be executed, which is required for bids in the Chatham County Formal Range. If the Contractor fails to execute a Contract, the Bid Bond or Bid Deposit shall be seized.

# **Chatham County Outreach Plan for MWBE**

Chatham County has a current verifiable goal of 15 percent for minority participation for building construction or repair projects. Additional information can be found in Attachment D.

# **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.

## **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.

## Requirement To Recycle Certain Electronic Equipment

If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Caroline 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.

## **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.

## **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 bids. However, Chatham County reserves the right to change the conditions, requirements, and specifications as it deems necessary.
- The bids must be signed by a duly authorized official of the proposing organization or individual submitting the bids.
- 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, the Chatham County Board of Commissioners, or the Chatham County Economic Development Corporation.
- 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 90 (ninety) 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.
- 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 proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- All bids shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the bids and will not affect the evaluation of bids.
- Chatham County reserves the right to negotiate with any, none, or all of the proposing vendors.
- All costs, including travel and expenses, incurred in the preparation of this bids will be borne solely by the proposing company.
- The County will not return bids materials to those submitting bids.
- No agreements with any selected vendor shall be binding until a contract is approved, signed, and executed by the authorized County Official 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 <a href="https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms">https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms</a>.

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

# **Attachment A:**

Effective 7/1/24

		Purchasing Division PO Box 608 Pittsboro, NC 27312
CHATHAM COUNTY	Date of Application	Phone 919-545-8329 vendors@chathamcountync.gov
Company/Firm Name as shown on Federal Tax Return		
Alternate Name if applicable (doing business as	)	
Corporation Individual	LLC Partnership	Non-Profit Foster Care
Federal ID Number (SSN if Foster Care)	Contact Name	
Phone number	Email for Contact Person	
Corporate Address (must match W-9)	Address for Remittance	Same
Line 1	Line 1	
Line 2	Line 2	
City	City	
State Zip	State Zip	
What specific products and/or services will you be	providing to Chatham County?	_
		Certificate Holder & Additional
		Insured: Chatham County Address: P.O. Box 1809,
Do you have a Certificate of Insurance (COI)?	Yes No Provide o	copy of COI. Pittsboro, NC 27312
If you are a HUB vendor registered with the sta		please mark
your classification and attach your certification.		
Minority Disadvantange	Disabled Female	
I hereby affirm that all information is true and a	ccurate to the best of my knowled	ge and belief, and I bear the reponsibility
of any error or mistake in data.		
Signature		Date
(DEM)		
Title		
Internal Use Only Date Initials	Vendor ID#	Dept Approval-Products/Services
Charlest Completed		

#### **Attachment B:**

# **Scope of Work and Pricing**

#### Scope of Work:

The Scope of Work expected at each location is provided below and detailed in the drawings provided in Attachment C.

#### **Moncure Collection Center:**

- Install one 10'x37' concrete pad as shown on drawing. The pad should have a base layer of ABC type stone at least 8" thick compacted. The concrete shall be 8" thick, 5000 psi with #5 rebar at 12" on center. Pad shall be formed and poured so that it matches the grade of the new asphalt overlay.
- Remove and dispose of existing concrete ramps and wooden railing in front of the oil shed and swap shop buildings. Cut existing asphalt to install a concrete access ramp leading up to each shed, approximately 6" high (to match grade with the shed slab), 10' long and 14' wide. The concrete ramp shall be reinforced and a minimum of 4" thick and 4,000 psi. The ramp shall be formed and poured so the low end matches the grade of the asphalt overlay. There are similar ramps at several of the other collection centers if the contractor would like to see an example. New ramps must be ADA compliant and will require a building permit. There will be no cost for the permit since it is for a County facility, but the contractor will be responsible for obtaining the permit and scheduling inspections. It is not expected that a railing will be necessary, since they have not been required for the previous ramps.
- Perform full-depth pavement repair at locations to be determined in the field to repair dips, breaks or holes in the existing pavement. The existing pavement specification was 8" compacted ABC base with 2" I-2 pavement. Saw-cut and remove asphalt from full depth repair areas and prepare base layer of ABC to ensure at least 8" of compacted stone. Install 2" I-2 or equivalent on prepared base layer. Full depth repair shall match grade with existing pavement.
- Mill existing pavement at edges of all new and existing concrete pads and pavement to allow proper tie-in of new asphalt.
- Apply tar and gravel layer over entire asphalt area to limits shown prior to overlay.
- Overlay entire asphalt area to limits shown with 1.5" 9.5B overlay. Any full-depth repairs done outside of overlay limits will not be overlaid.
- In the central island near the waste compactor, remove soil, fines and existing gravel to allow for installation of 4" of #57 stone over filter fabric. Finish grade of stone shall match the grade of the overlay pavement.
- In areas shown on the drawing in the central island, remove existing material to allow installation of 4" of white marble stone over a geotextile layer, Mirafi 140N, or equivalent. Finish grade of stone shall match the grade of the overlay pavement.

- Install eight (8) Blue Junipers, one gallon size, around the perimeter of the white marble stone area. The geotextile should be cut where the plants are installed to be planted in the soil.
- Install metal edging around the perimeter of the central island, between the pavement and newly installed stone. Install a metal divider between the #57 stone and white marble stone.
- Grade soil at the edge of pavement to facilitate drainage off-site, as needed. Seed and straw any disturbed areas.
- Maintain control of erosion and sediment to prevent sediment from leaving site.
- Remove from site and properly dispose of milled or removed asphalt, concrete, aggregate, soil or other construction generated debris.

#### **General Notes:**

- 1. The Moncure Collection Center is closed on Wednesday. It is expected that work which requires the center to be closed, such as overlay paving, will be scheduled on Wednesdays. Other work will have to be staged so it can safely take place while the center is open.
- 2. Contractor is responsible for ensuring the new asphalt and other site work does not interfere with site drainage. New work shall not create ponding of water on site.
- 3. The square yard estimate of the full depth repairs is 100 square yards and will be used as the basis for the bid. The actual amount of full depth repair will be field determined and mutually agreed upon by the contractor and the County before the work is completed. The final contract amount will be adjusted by using the square yard price for full depth repair provided in the bid.
- 4. Removed asphalt and other inert construction debris may be brought to the Chatham County Solid Waste main facility located at 28 County Services Rd, Pittsboro, NC. There will be no charge to the contractor for inert debris brought to the Chatham County Solid Waste main facility. All other construction debris must be disposed of at an approved construction and demolition (C&D) facility. Disposal costs are the responsibility of the contractor.
- 5. The County will negotiate final Scope of Work with the selected contractor.
- 6. Documentation of the specifications for the concrete and asphalt used will be a required part of the closeout documents.
- 7. There shall be a one-year replacement warranty on the living plants. This will begin on the date of substantial completion.
- 8. All work performed shall have a one-year warranty for labor and materials that begins on the date of substantial completion.
- 9. Contractor shall notify Chatham County 24 hours in advance of checking the condition of the existing aggregate base so the County can determine whether additional base course is needed.

# **Request for Bids:**

# **Chatham County–Moncure Collection Center Site Work**

## **Bid Form**

BIDDER acknowledges receipt of the foll	owing ADDENDUM:	
BID SCHEDULE		
BIDDER agrees to perform all the work d for the following Lump Sum prices for ea		S -Scope of Work and drawings
Moncure Collection Center:	\$	
Provide the cost for providing and install	ling one ton of ABC stone	<u>\$</u> /ton
Provide the unit cost for full depth pavement repair		<u>\$</u> /sy
Add Alternate 1: Overlay Driveway		\$
NOTE: BIDS shall include sales tax and a	ıll other applicable taxes and fe	es.
Respectfully submitted:		
Signature	Address	
Title	Date	
Contractor's GC License		
SEAL – (if BID is by a corporation)		

## **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

# APPENDIX 3 WORK BID FORM

## **APPENDIX 3**