

**NEW HANOVER COUNTY**  
**REQUEST FOR BIDS**  
**FOR**  
**HUGH MACRAE MAINTENANCE FACILITY RENOVATIONS**

**RFB # 14-0063**

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**COUNTY COMMISSIONERS**

**WOODY WHITE, CHAIRMAN**  
**BETH DAWSON, VICE-CHAIRMAN**  
**JONATHAN BARFIELD, JR.**  
**THOMAS WOLFE**

**CHRIS COUDRIET, COUNTY MANAGER**

## Section 1

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### ADVERTISEMENT

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “**HUGH MACRAE MAINTENANCE FACILITY RENOVATIONS – 14-0063**” will be accepted until **2:00 P.M. EST, Thursday, September 26, 2013.**

Complete plans and specification and contract documents can be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

A **MANDATORY PRE-BID CONFERENCE** is scheduled for Thursday, September 5, 2013 at 10:30 AM in the Hugh MacRae conference room located at 314 Pine Grove Road, Wilmington NC 28409.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

A bid bond is not required for this project; however, the successful bidder will be required to provide performance and payment bonds. Each bond must be for 100% of the contract amount and must be executed by a NC-licensed surety. Bonds are effective when the contract is awarded.

The bids will be publicly opened following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

No bid may be withdrawn after the opening of bids for a period of ninety (90) days. The Owner reserves the right to reject any or all bids and waive informalities.

Lena L. Butler, Purchasing Supervisor  
New Hanover County  
(910) 798-7190

## Section 2

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### SCOPE OF WORK

**Location of Project: 314 Pine Grove Road, Wilmington NC 28409**

Contractor is to provide all materials, labor, equipment, resources and supervision. Contractor must provide and is responsible for obtaining all permits and building codes applicable to scope of work.

1. Maintenance Facility (Base Bid)
  - A. Remove and replace existing staircase
  - B. Remove and replace shingles with 30 year shingles
  - C. Install aluminum gutters and downspouts along front of building
  - D. Install vinyl cedar shake siding over existing T111 siding. Some portions of T111 siding will need to be replaced.
  - E. Install insulated garage door panels
  - F. Replace and install energy efficient low E glass vinyl windows
  - G. Install concrete pad with dimensions of 15 ft. x 30 ft.
  - H. Pressure wash existing soffits and gutters to remain
  - I. Add gravel and grade area to existing gravel area
  
2. Alternate Building A
  - A. Remove and replace shingles with 30 year shingles
  - B. Install aluminum gutters and downspouts along front of building
  - C. Install vinyl cedar shake siding over existing T111 siding.
  - D. Replace barn door with overhead garage door
  
3. Alternate Building B
  - A. Remove and replace shingles with 30 year shingles
  - B. Install aluminum gutters and downspouts along front of building
  - C. Install vinyl cedar shake siding over existing T111 siding.
  - D. Remove and replace soffit with vinyl soffit

### Section 3

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## GENERAL CONDITIONS

### A. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

A **MANDATORY PRE-BID CONFERENCE** is scheduled for Thursday, September 5, 2013 at 10:30 AM in the Hugh MacRae conference room located at 314 Pine Grove Road, Wilmington NC 28409.

### B. MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general

style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

### **C. CODES, PERMITS AND INSPECTIONS**

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Project Manager, Andy Johnson at 910-798-7565 or email [anjohanson@nhcgov.com](mailto:anjohanson@nhcgov.com). If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

### **D. SAFETY REQUIREMENTS**

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He

shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

#### **E. TAXES**

Federal Excise Taxes do not apply to materials entering into County work.

North Carolina Sales Taxes and Use Tax do apply to materials entering into County, and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into County work as applicable and such cost shall be included in the bid proposal and contract sum.

#### **F. ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX**

Contractors for shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

### **G. EQUAL OPPORTUNITY**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

### **H. MINORITY PARTICIPATION**

The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract. The information will include:

1. Name, address, phone number, and email address of each minority firm
2. Description of the work to be performed by each minority firm named
3. Dollar value of the work to be performed by each firm names

### **I. INSURANCE**

Before commencing any work, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or sub-contractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

#### **Commercial General Liability**

Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

County, its officers, officials, agents, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

The status of County as an additional insured under a CGL obtained in compliance with this Agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work.

Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of Contractor’s completed operations, with a limit of not less than \$1,000,000 each occurrence for at least three (3) years following substantial completion of the work.

7.1.7 Contractor’s Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

### **Workers’ Compensation and Employer’s Liability**

Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

The Employer’s Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

### **Business Auto Liability**

Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

### **Miscellaneous Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### **Acceptability of Insurers**

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

### **Evidence of Insurance**

Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

**Sub-Contractors.** Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

### **Conditions**

The insurance required for this contract must be on forms acceptable to County.

Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated or modified by Contractor without prior written approval of County.

Contractor shall promptly notify the New Hanover County Parks and Gardens Department and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

## **J. CLEANING UP**

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

## **K. GUARANTEE**

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## **L. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

## **M. AUTHORIZED SIGNATURE**

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. **BIDS NOT SIGNED WILL BE REJECTED.**

## **N. QUESTIONS AND CLARIFICATIONS**

After the Bid issue date, all communications between the County and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum which will be posted to the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>. The addendum will appear under the advertisement on the County's website. **All questions shall be received no later than 5:00 P.M., EST, Thursday, September 19, 2013.**

## **O. COST OF PREPARATION OF RESPONSE**

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bid are the responsibility of the responding Bidder and will not be reimbursed by the County.

## **P. CONDITION OF AWARD**

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available. New Hanover County reserves the right to reject all bids received in response to this Request for Bids (RFB).

The Successful Bidder(s) will be a Contractor familiar with this type of work and who has the necessary equipment and personnel to perform the work within the time specified.

#### Q. SURETY BONDS

A bid bond is not required for this project; however, the successful bidder will be required to provide performance and payment bonds. Each bond must be for 100% of the contract amount and must be executed by a NC-licensed surety. Bonds are effective when the contract is awarded.

#### R. PRE-BID CONFERENCE

A **MANDATORY PRE-BID CONFERENCE** is scheduled for Thursday, September 5, 2013 at 10:30 AM in the Hugh MacRae conference room located at 314 Pine Grove Road, Wilmington NC 28409.

**Section 4**

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**Bid Form**

**Deadline for Receipt of Bids: 2:00 P.M. EST, Thursday, September 26, 2013**

I, We certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

The undersigned, as bidder, also proposes and agrees if this proposal is accepted to contract with New Hanover County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of New Hanover County.

	Cost
1. Maintenance Facility (Base Bid)	
A. Remove and replace existing staircase	\$
B. Remove and replace shingles with 30 year shingles	\$
C. Install aluminum gutters and downspouts along front of building	\$
D. Install vinyl cedar shake siding over existing T111 siding.	\$
of T111 siding will need to be replaced./ Some portions	\$
E. Install insulated garage door panels	\$
F. Replace and install energy efficient low E glass vinyl windows	\$
G. Install concrete pad with dimensions of 15 ft. x 30 ft.	\$
H. Pressure wash existing soffits and gutters to remain	\$
I. Add gravel and grade area to existing gravel area	\$
J. Allowance for unforeseen conditions	\$5,000
<b>SUBTOTAL FOR MAINTENANCE FACILTY</b>	
2. Alternate Building A	\$
A. Remove and replace shingles with 30 year shingles	\$
B. Install aluminum gutters and downspouts along front of building	\$
C. Install vinyl cedar shake siding over existing T111 siding.	\$
D. Replace barn door with overhead garage door	\$
<b>SUBTOTAL FOR ALTERNATE BUILDING A</b>	

3. Alternate Building B	\$
Remove and replace shingles with 30 year shingles	\$
Install aluminum gutters and downspouts along front of building	\$
Install vinyl cedar shake siding over existing T111 siding.	\$
Remove and replace soffit with vinyl soffit	\$
<b>SUBTOTAL FOR ALTERNATE BUILDING B</b>	\$
<b>TOTAL FOR 1, 2, AND 3</b>	\$

\_\_\_\_\_  
Signature Printed Name/Title

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

# NEW HANOVER COUNTY MBE/WBE SUBCONTRACTOR CONTACT SCHEDULE

Prime Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Date Contacted	Name of Person Spoken to During Contact	Name & Address of MBE/WBE Firm	Phone Number of MBE/WBE Firm	Email	Work Item To Be Performed	Response of MBE/WBE Firm	Price Quote

I hereby certify that the subcontractors listed above were contacted by my firm, and requested to submit quotes on the above-referenced project. All interested subcontractors were negotiated with in good faith.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_



# REPORT OF PARTICIPATING SUBCONTRACTORS & SUPPLIERS

Please supply data for all subcontractors and suppliers, whose services will be utilized on the project being bid upon by your firm. **Attach this document and submit along with the bid proposal.**

BIDDER'S NAME: \_\_\_\_\_ PROJECT: \_\_\_\_\_

AMOUNT OF BID: \$ \_\_\_\_\_ VALUE OF SUBCONTRACTS: \$ \_\_\_\_\_

## SUBCONTRACTORS & SUPPLIERS

Name of Firm: \_\_\_\_\_  MBE  WBE  OTHER

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

(1)  SUBCONTRACTOR  SUPPLIER

Work/Service To Be Performed: \_\_\_\_\_

Amount To Be Paid: \$ \_\_\_\_\_ % Of Total Contract: \_\_\_\_\_ %

Name of Firm: \_\_\_\_\_  MBE  WBE  OTHER

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

(2)  SUBCONTRACTOR  SUPPLIER

Work/Service To Be Performed: \_\_\_\_\_

Amount To Be Paid: \$ \_\_\_\_\_ % Of Total Contract: \_\_\_\_\_ %

Name of Firm: \_\_\_\_\_  MBE  WBE  OTHER

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

(3)  SUBCONTRACTOR  SUPPLIER

Work/Service To Be Performed: \_\_\_\_\_

Amount To Be Paid: \$ \_\_\_\_\_ % Of Total Contract: \_\_\_\_\_ %

Name of Firm: \_\_\_\_\_  MBE  WBE  OTHER

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_ Email: \_\_\_\_\_

(4)  SUBCONTRACTOR  SUPPLIER

Work/Service To Be Performed: \_\_\_\_\_

Amount To Be Paid: \$ \_\_\_\_\_ % Of Total Contract: \_\_\_\_\_ %

Name of Firm: \_\_\_\_\_  MBE  WBE  OTHER

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

(5)  SUBCONTRACTOR  SUPPLIER

Work/Service To Be Performed: \_\_\_\_\_

Project Commitment Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Amount To Be Paid: \$ \_\_\_\_\_ % Of Total Contract: \_\_\_\_\_ %

Total MBE \$: \_\_\_\_\_ ( %) Total WBE \$: \_\_\_\_\_ ( %) Total Other \$: \_\_\_\_\_ ( %)



NORTH CAROLINA

**AGREEMENT**

NEW HANOVER COUNTY

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Contractor";

**WITNESSETH:**

That Contractor, for the consideration hereinafter fully set out, hereby agrees with County as follows:

1. Scope of Services. Contractor shall provide labor and materials necessary to complete renovations to the Hugh McRae Maintenance Facility located in Wilmington, North Carolina, as more fully described in "Exhibit A" attached hereto and incorporated herein by reference.

2. Time of Performance. This Agreement shall commence on Notice to Proceed, and all work shall be completed within \_\_\_\_\_ (\_\_\_\_\_) days of said Notice .

3. Payment. County hereby agrees to pay for the cost of the contract not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) Dollars per month.

4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold New Hanover County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. Insurance. Before commencing any work, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Before commencing any work, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or sub-contractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

7.1 Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

7.1.3 County, its officers, officials, agents, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor;

and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

7.1.4 The status of County as an additional insured under a CGL obtained in compliance with this Agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.

7.1.5 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

7.1.6 Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of Contractor's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least three (3) years following substantial completion of the work.

7.1.7 Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

## 7.2 Workers' Compensation and Employer's Liability

7.2.1 Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

## 7.3 Business Auto Liability

7.3.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

#### 7.4 Deductibles and Self-Insured Retentions

7.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

#### 7.5 Miscellaneous Insurance Provisions

7.5.1 The policies are to contain, or be endorsed to contain, the following provisions:

7.5.2 Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

7.5.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty

(30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.5.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6. Acceptability of Insurers

7.6.1 Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

7.7 Evidence of Insurance

7.7.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

7.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

7.7.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent Contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

7.9 Conditions

7.9.1 The insurance required for this contract must be on forms acceptable to County.

7.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated or modified by Contractor without prior written approval of County.

7.9.4 Contractor shall promptly notify the New Hanover County Parks and Gardens Department and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

7.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.

7.9.10 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

7.9.11 Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.12 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

7.10 Indemnity. Contractor shall indemnify and hold County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees, and sub-contractors.

8. Independent Contractor. The parties hereto mutually agree that Contractor is an independent contractor and not an agent of County, and as such Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Warranty. Contractor warrants to County that any and all labor furnished to progress the work under this contract will be competent to perform the tasks undertaken, in a workmanlike manner, so as to meet the standards of workmanlike quality prevailing in North Carolina at the time of construction, that any and all materials and equipment furnished will be of good quality and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective. All work shall conform to applicable Federal, State and local laws and regulations. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees, that County may incur as a result of Contractor's failure to perform under this Agreement.

10. Default and Termination. If Contractor fails to prosecute the work with such diligence as will insure its completion within the contract time, or if Contractor breaches any of the terms or conditions contained in this contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work hereunder to County's reasonable satisfaction, County may terminate this contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work out of the hands of Contractor. County may enter into another contract for the completion of the contract, or use such other methods as may be required for the completion of the contract.

County may deduct all costs of completing the contract from any monies due or which may become due to Contractor. In the event that Contractor terminates this project prior to completion of the services, Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent County from pursuing any other remedy that it may have against Contractor, including claims for damages.

11. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

12. Non-waiver of Rights. The parties hereto agree that failure to insist upon the strict performance of any provision of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of County.

15. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

16. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

18. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. No Construction Against Drafter. This Agreement has been negotiated and drafted by both parties, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement.

20. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

21. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**

New Hanover County Parks and Gardens  
Attn: Andy Johnson  
230 Government Center Drive, Ste. 120  
Wilmington, NC 28403

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. Assignability. The parties hereto agree that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

23. Contract Under Seal. The parties hereto expressly agree to create a contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

[SEAL]

NEW HANOVER COUNTY

\_\_\_\_\_  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

CONTRACTOR

BY: \_\_\_\_\_ (Seal)  
Title

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

Approved as to form:

\_\_\_\_\_  
County Finance Director

\_\_\_\_\_  
County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Sheila L. Schult acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its \_\_\_\_\_ Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA

NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is secretary of \_\_\_\_\_, and that by authority duly given and as the act of the limited liability corporation, the foregoing instrument was signed in its name by its member/manager.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_