

FORM OF PROPOSAL
DAVIE COUNTY VEHICLE MAINTENANCE
GENERATOR INSTALLATION PROJECT

132 GOVERNMENT CENTER DRIVE

Mocksville, NC

Contractor Name: _____

Submitted herewith is my/our proposal for the **Davie County Vehicle Maintenance - Generator Installation Project**, Mocksville, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with - **DAVIE COUNTY** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

Single Prime Contract:

BASE BID: _____ **DOLLARS (\$** _____ **)**

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Electrical: _____

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration – To be determined based upon lead time.

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

WITNESS

SIGNATURE AND TITLE

FIRM NAME

ADDRESS

ADDRESS

(seal)

LICENSE NUMBER

DATE

INSTRUCTIONS TO BIDDERS

SECTION 1. SITE CONDITIONS:

Bidders shall inform themselves fully of site conditions relating to construction and labor as well as other pertinent conditions before submitting a proposal.

SECTION 2. EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

Should a bidder find discrepancies in or omissions from the plans, specifications, and/or contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer who will send written instructions to all bidders. Neither Owner nor Engineer will be responsible for any oral instructions.

Bidders must verify that they have received all drawings and specification by comparing their drawing sheets and specification sections with the projects drawing index and specification index. Neither Owner or Engineer will be responsible for any claim of missing drawings of specifications listed on the indexes.

Every request for such interpretation or clarification shall be in writing addressed to the Engineer, S.E. Collins INC., 1817 E. Innes Street, Suite 201, Salisbury, North Carolina 28146. **To be given consideration, the request must be received at least five (5) days prior to the bid date of the project. The interpretation and/or supplementary information will be mailed (AND/OR Emailed) to all prospective bidders generally not later than three (3) days prior to the date fixed for the receipt of bids.**

Bulletins or Addendum issued and received during the bidding period become a part of the contract documents and must be acknowledged on the Form of Proposal by all bidders. Addendum will posted on the engineer's website www.scollinseng.com.

SECTION 3. PROPOSALS:

Each bid must be submitted on the prescribed form. All blank spaces must be filled in with ink or typewritten in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, listing their address and license number, and stating that the proposal is for General Construction, including Electrical work. Address proposals to the Owner, in care of the Engineer, at the place set for opening of bids. If forwarded by mail (mailed to the Owner at the bid site address), the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and must be received prior to the closing time for bids. Proposals not received by the Engineer prior to the closing of bids, no matter what the post mark date, shall be rejected.

SECTION 4. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

The Form of Proposal on which all bids must be submitted is inserted herewith. Duplicate copies may be made by the Contractor for recording his bid and for his records. The current AIA contract form will be used for Owner-Contractor agreement. Invoices will be presented on appropriate AIA Form G702. See Article 24 of General Conditions.

Signatures: Each Contractor shall execute all copies of the Form of Proposal, Bid Bond, Contract and Performance Bond.

If the contract documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

If the contract documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.

If the contract documents are executed on the part of a corporation, they shall be executed by either the President or the Vice President and attested by the Secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each copy of the contract documents.

Signatures shall be properly witnessed.

Performance Bond:

Where the Performance Bond is executed by an Attorney-in-fact, there shall be attached to each copy of the Performance Bond a certified copy of Power of Attorney properly executed and dated.

Each copy of the Performance Bond shall be counter-signed by an authorized individual agent of the Bonding Company licensed to do business in North Carolina (see Section 58-44 General Statutes of North Carolina). The title "Licensed Resident Agent" shall appear after the signature.

The seal of the Bonding Company shall be impressed on each copy of the Performance Bond. The Contractor's signature(s) on the Performance Bond shall correspond with that on the Contract.

Form of Proposal:

Single Prime proposals will be received for general construction, including, mechanical and electrical work. See proposal form bound herein.

Owner reserves the right to waive irregularities and to reject any or all proposals.

Bids must be based on these specifications, addendum, bulletins and working drawings (as listed in Division 1), dated December 2023 for DAVIE COUNTY VEHICLE MAINTENANCE – GENERATOR INSTALLATION PROJECT, Mocksville, North Carolina.

Davie County in compliance with NC Senate Bill 914 has a goal of soliciting 10% participation in the project from Minority Business Enterprises (MBE). **See bidding requirements attached at the front of this project manual.**

Low Bidder's shall be required to submit a completed "Contractor's Qualification Statement" AIA Form A305 prior to award of contract.

Approval of Documents:

Upon completion of the execution of the contract documents, the documents, together with insurance certificates and other pertinent appendages, shall be returned to the Engineer for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Engineer for distribution.

SECTION 5. CONSTRUCTION ADMINISTRATION;

Though this job will be regularly and carefully administered by the Engineer, or his representative, and though every reasonable effort will be made to protect the best interest of the Owner, and to assist the Contractor in the interpretation of the contract documents, this project does not include the services of a full-time clerk of the works. The desirability, frequency and timing of the Engineer 's visits to the site will be decided by the Engineer.

END OF INSTRUCTIONS TO BIDDERS

INVITATION TO BID

1. a. A. Sealed proposals will be received by **Brian Whitley** at 298 E Depot Street, Suite 100, Mocksville, North Carolina 27028 up to **11:00 AM on Wednesday, December 20th, 2023** and immediately thereafter publicly opened and read for the furnishing of labor, materials and equipment entering into the construction of Davie County Vehicle Maintenance – Generator Installation Project located at 132 Government Center Drive, Mocksville, North Carolina, including all required work described on the plans and specifications for general work (which includes selective demo, mechanical and electrical work).

b. The Project is Installation of relocated existing generator, new Transformer, and new Automatic Transfer Switch (ATS).

Special accommodations –

All specified temporary services – phone, fax, shelter, public protection and safety items/structures, trash management, temporary toilet services, construction water, temporary power, etc. **Existing Facility must remain in operation during construction project.**

c. Proposals shall be received for a **Single Prime** contract for General Construction, including Mechanical and Electrical work.

2. a. After 5:30 PM on Tuesday, December 5th, 2023, complete plans, specifications, and contract documents will be available for inspection on our website at www.scollinseng.com or in the following offices:

S.E. COLLINS, INC. – 1817 E. Innes Street, Suite 201, Salisbury, NC 28146

b. Procedure for Obtaining Bidding Documents (General Contractors): Contact the Engineer, S.E. Collins Inc, 1817 E. Innes Street, Suite 201, Salisbury, NC 28146. Phone: 704-638-6337 to **register for Bidding** and to receive any addenda to follow. Plans and Specifications may be viewed without charge at the engineer’s office or downloaded from the engineer’s website. (www.scollinseng.com)

General Contractors are responsible for downloading and printing of all Bidding Documents.

Contractors shall access bid documents from S.E. Collins Website and order printing from printer of their choice. All printing costs shall be paid for by the General Contractor.

c. Subcontractors and material suppliers may purchase single sheets of plans as they so chose. Subcontractors and material suppliers are invited to visit S.E. Collins Website (www.scollinseng.com) to ascertain the quantity and specific sheets desired. The Engineer will assume no responsibility in the selection of required drawings or specification sheets.

3. **A Pre-Bid Conference** will be held at 154 Government Center Drive, Mocksville, North Carolina on Wednesday, December 6th, 2023 beginning at 11:00 am to allow contractors the opportunity to ask questions and/or clarify pertinent issues. **Attendance is not mandatory but strongly recommended** for project clarity.

4. All Contractors and Subcontractors must have all required construction licenses under North Carolina State laws governing their respective trades.

5. Each proposal must be accompanied by a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal. In lieu thereof, a bidder may offer a bid bond of 5% of the bid, executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the Obligee upon said bond, if the bidder fails to execute the contract in accordance with the bid bond. Upon failure to forthwith make payment, the surety will pay to the Obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award, or to give satisfactory surety as required by law. (General Statutes of North Carolina, C0143, Article 85 - 129).
6. Bonds: Separate Performance and Payment Bond will be required each for one hundred percent (100%) of the contract price.
7. Payments will be made at ninety five percent (95%) of approved monthly applications until a maximum of five percent (5%) retainage is reached per N.C.G.S. 143-134.1 (b1)-through (e). Final Certificates and payment will be issued upon acceptance of the work as complete.
8. No bid may be withdrawn after time set for receiving bids for a period of **forty five (45) days**.
9. Low bidders shall be required to submit to the Engineer a Contractor's Qualification Statement (AIA Document A305) prior to award of bid. This information shall be considered privileged and confidential. Owner reserves the right to award or not to award contracts based on qualifications.
10. The Owner reserves the right to waive irregularities and to reject any or all proposals.

S.E. COLLINS CONSULTING ENGINEERS, INC.
1817 East Innes Street, Suite 201
Salisbury, North Carolina 28146

for

Davie County GCHHS – Generator Installation Project
Mr. Brian Whitley, Facilities Supervisor
Davie County Development & Facilities Services
298 E Depot Street
Suite 100
Mocksville, NC 27028

December 2023

STANDARD NORTH CAROLINA LOCAL GOVERNMENT

CONTRACTUAL TERMS & CONDITIONS RIDER

(the “LGR”) Effective: August 6, 2018

THIS LGR is hereby made and entered into by and between DAVIE COUNTY (the “County”) and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “Contract”.

WITNESSETH:

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS:

1. **Contract Incorporation:** **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County’s acceptance of such Contract, and to the validity and enforceability of said Contract against County by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.
2. **Contractual Conflict & Precedence:** **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY “ADDITIONAL TERMS & CONDITIONS” AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.

3. Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same **shall be reduced in writing and attached to the Contract labeled as “Additional Terms & Conditions” which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider”, and shall be separately signed by all parties** concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.
4. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
5. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
6. Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer’s list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.
7. Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.
8. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

9. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as “**Total annual compensation hereunder Not to Exceed \$_without County Manager’s prior written approval**”. This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager which may be given via email.
10. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to County purchasing policies, no obligation of \$500 or more for any goods sold or services rendered to County is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the County Finance Office at 336-753-6022 with any questions or for further information related to this provision.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Davie County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Davie County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Davie County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on

behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties

Accepted: _____

Davie County

By: _____