

**INVITATION FOR BIDS**  
**ASPEN HEIGHTS SUBDIVISION**  
**ROAD IMPROVEMENT PROJECT**  
**IFB NO: 24-1008**



**catawba county**  
**MAKING. LIVING. BETTER.**

**Date of Issue: November 15, 2023**  
**Pre-Bid Meeting: November 29, 2023**  
**Bid Due Date: December 13, 2023**  
**Time: 3:00 PM ET**

**Issued for:**  
**Catawba County Utilities & Engineering Department**  
**25 Government Drive**  
**Newton, North Carolina 28658**

**Issued by:**  
**Catawba County Purchasing Manager**  
**25 Government Drive**  
**Newton, North Carolina 28658**  
**(828) 465-8224**

## **SCOPE OF WORK**

Catawba County (hereinafter “County”) is requesting bids from qualified Contractor(s) to provide road repairs to Aspen Court located within the Aspen Heights Subdivision in Catawba County. An Aspen Heights Subdivision Road Improvement Project Map is attached to this Invitation for Bids as **Attachment A**.

### **Project Summary:**

Aspen Heights is a subdivision, off of Catawba Burris Road, in Denver, North Carolina, that consists of approximately 11 homes or lots. The subdivision is accessed by a single road, Aspen Court, that is 630 feet in length. The subdivision was constructed in or about 1996 and has been privately maintained. The subdivision residents have petitioned the County to finance road repairs to bring the neighborhood road up to North Carolina Department of Transportation (NCDOT) standards with the goal that the road will be accepted into NCDOT’s secondary road maintenance program. The road is in poor condition and needs repairs throughout. There is a cul-de-sac at the end of Aspen Court.

The entirety of the subdivision road will require milling 1.5 inches down and overlaying 1.5 inches of Asphalt (Design mix S9.5C). The Cul-De-Sac will require some patch treatment. There is a yard grate at 6932 Aspen Court that will need to be removed and replaced with a normal pipe entrance. This will require some grading from the pipe entrance to the nearby light pole. To stabilize pipe entrance, type 4 Filter Fabric and type B Riprap will be required.

The Contractor will be responsible for providing all tools, equipment and materials necessary to complete the work. Proper traffic control measures and signage will be necessary to control access. Access to all houses and active construction sites will be maintained throughout the duration of the project. The Contractor is responsible for pulling asphalt cores. Cores will be taken every 1,000 feet and tested to ensure the asphalt paving meets NCDOT minimum standards.

### **Road Improvements (Section by Section look at needed road and drainage improvements:**

**0+00 – 6+30** Milling 1.5 inches and overlaying 1.5 inches of Asphalt (design mix S9.5C). Approximately 1,630 square yards of asphalt.

**Cul-De-Sac** Milling 1.5 inches and overlaying 1.5 inches of Asphalt (design mix S9.5C) and patch treatment. Approximately 430 square yards of asphalt.

**6932** Remove yard grate and replace with normal pipe entrance stabilized with type 4 Filter Fabric and type B Riprap. Will require grading from pipe entrance to the light pole, roughly 7 feet in length and 3 feet in width.

## **IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. Catawba County will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue IFB	County	November 15, 2023
Pre-Bid Meeting	County/Contractor	November 29, 2023 at 10:00 AM
Submit Written Questions	Contractor	December 5, 2023 at 5:00 PM
Provide Responses to Questions	County	December 7, 2023 at 5:00 PM
Submit Bid Response	Contractor	December 13, 2023 at 3:00 PM
Contract Award	County	TBA
Contract Effective Date	County	Upon Execution

**The bid response shall be submitted no later than 3:00 p.m. on December 13, 2023. No submittals will be accepted after the deadline.**

## **BID QUESTIONS AND ADDENDA**

Upon review of the IFB documents, Contractors may have questions to clarify or interpret the scope of work in order to submit the best bid response possible. To accommodate the Bid Questions process, Contractors shall submit any such questions by the above due date. Written questions shall be emailed to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) by the date and time specified above. Contractor should enter "IFB #: 24-1008 – Questions" as the subject for the email. Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Catawba County website, <https://www.catawbacountync.gov/county-services/purchasing/bid-notice/> and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB.

## **PRE-BID MEETING / SITE INSPECTIONS**

A non-mandatory pre-bid meeting will be held on November 29, 2023 at 10:00 AM ET. Interested Contractors should meet County at the Aspen Court Cul-De-Sac within the Aspen Heights Subdivision. The purpose of this visit is for prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of work called for in this IFB.

## **SUBMISSION OF BIDS**

The Bid Form attached hereto as **Attachment C** shall be used for the bid submission and shall not be altered. A Total Bid shall be entered in the Bid Form for every item on which a unit price has been submitted. The Total Bid for each item other than lump sum items shall be determined by multiplying each unit price bid by the quantity for that item and shall be written in the "Total Bid" column in the Bid Form. In case of a discrepancy between the unit price bid for a Contract Item and the Total Bid for that item, the unit

price bid shall govern. The Total Contract Bid Amount shall be determined by adding the Total Bid for each item.

Bid responses must be submitted no later than 3:00 p.m., on December 13, 2023. Bid submissions may be hand-delivered to the address below, mailed to the address below, faxed to (828) 548-2378 or e-mailed to Tina Wright at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov). Bids received will remain confidential until awarded.

<b>Mailing address for delivery of bid via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
IFB No: 24-1008 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	IFB No: 24-1008 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

Catawba County reserves the right to reject any and all Bid responses and to waive informalities as may be permitted by law.

#### **PAYMENT AND PERFORMANCE BONDS**

No Payment and Performance Bonds will be required for this project.

#### **WITHDRAWAL OR REVISION OF BIDS**

A Bidder may, without prejudice to himself, withdraw a Bid after it has been delivered to the County provided the request for such withdrawal is made in writing to Tina Wright, Catawba County Purchasing Manager. The Bidder may then submit a revised Bid provided it is received prior to the time set for opening of Bids. Any withdrawal of a Bid after the opening of Bids shall be in accordance with N.C. General Statute Section 143-129.1. Only those persons authorized to sign Bids shall be recognized as being qualified to withdraw a Bid.

#### **QUALIFICATION OF BIDDERS**

The County may make such investigation as it deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein. Conditional Bids will not be accepted.

Bidders shall comply with all applicable laws regulating the practice of General Contracting as contained in Chapter 87 of the General Statutes of North Carolina.

#### **RESPONSIBILITIES OF BIDDERS**

Each Bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the configuration of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and

local conditions, and all other matters which can in any way affect the work or the cost thereof under the Contract.

The Contractor shall make their own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or their representative; and as to whether or not any utility work is planned by the County in conjunction with the project construction. The Contractor shall consider in their Bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project Special Conditions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work to reflect these costs in their Bid for the various items in the Contract.

The failure or omission of any Bidder to thoroughly examine and familiarize himself with the Contract Documents or to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to their Bid.

No verbal agreement or conversation with any officer, agent or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

### **TAXES**

The Contractor shall include in his Bid the cost of all sales and use taxes and furnish to the County at the end of each month and upon completion of his Contract, a statement setting forth all such taxes paid. This statement shall indicate the amount paid to each firm and be adequate for audit by the State Department of Revenue.

### **AWARD OF CONTRACT**

The award of the Contract will be made to the lowest responsive, and responsible bidder, who, in the opinion of the County, is qualified to perform the work required and is responsible and reliable. These Bids are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory Bids are received.

The County may consider informal and reject any Bid not prepared and submitted in accordance with the provisions hereof. The right is reserved to waive informalities in bidding, to reject any or all Bids, or to accept a Bid other than the lowest submitted if such action is deemed to be in the best interest of the County.

### **COMMENCEMENT OF WORK**

Upon execution and delivery of the Contract, sample of which is attached hereto as **Attachment D**, a project schedule, and the required insurance certificates and policies by the Contractor to the County, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced when a mutually agreeable date and time for beginning has been determined by the County and Contractor.

The Contractor shall notify the Project Manager Pete Shonka, of their intention to enter upon the site of the work at least ten (10) days in advance of such entrance.

**WARRANTY**

The Contractor shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship and/or negligence for a period of one (1) year from the final inspection of the project.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT**

If an accepted Bidder shall fail or refuse to sign and deliver this Contract and insurance documentation within twenty (20) days after he has received Notice of Award of his Bid, the County reserves whatever rights and remedies it may have against such defaulting Bidder.

Execution of the Contract shall include submission of a complete original Certificate of Insurance with proof of coverage as required and of the form required by the General and Supplementary Conditions of the Contract Documents.

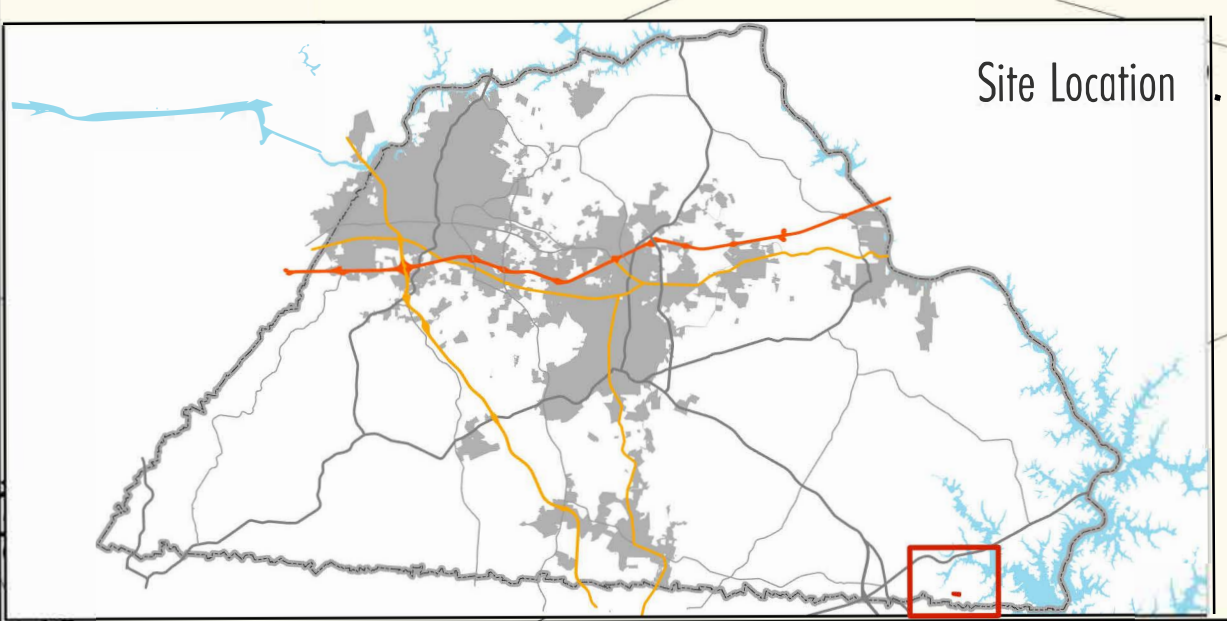
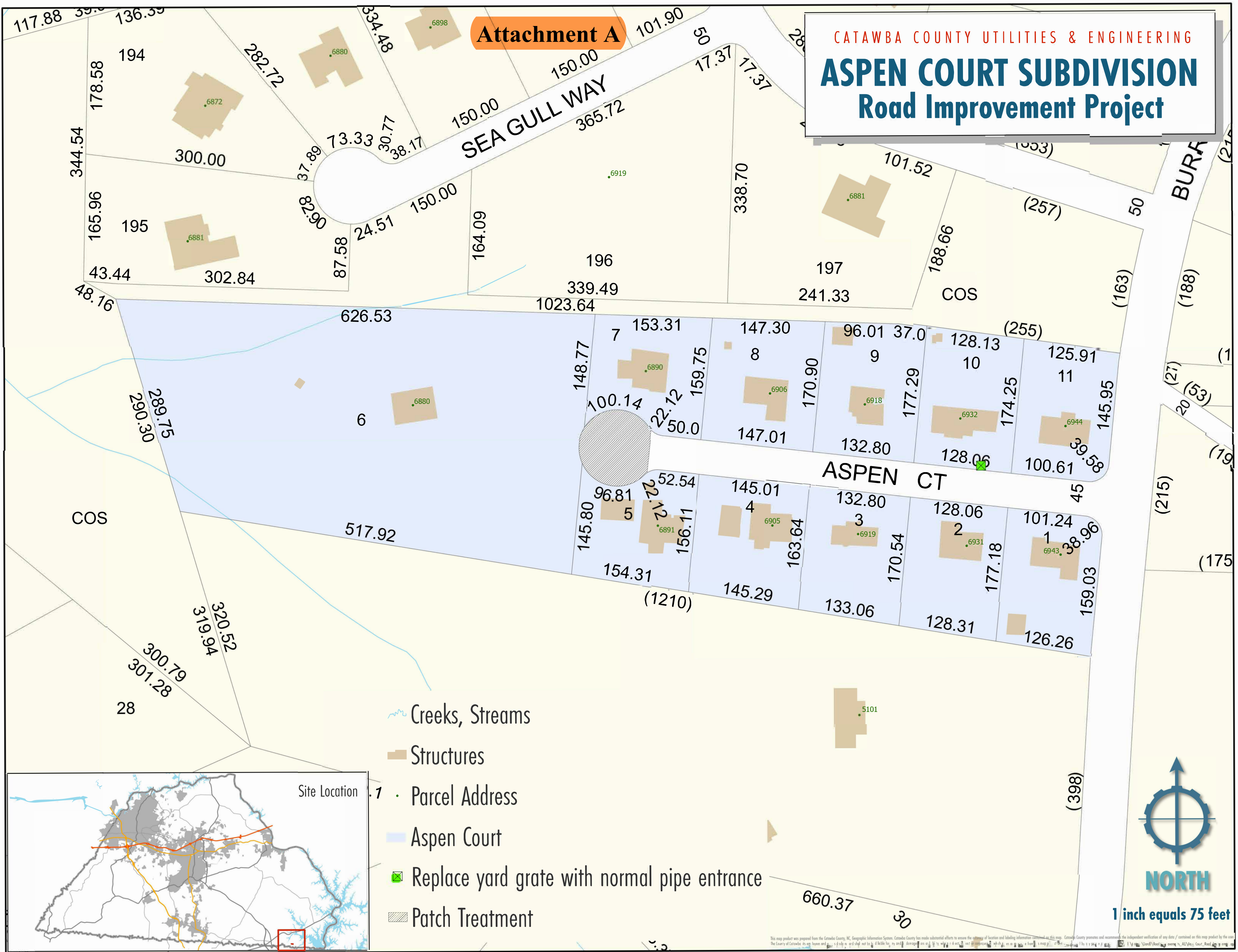
**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

ATTACHMENTS BEGIN ON NEXT PAGE

**Attachment A**

CATAWBA COUNTY UTILITIES & ENGINEERING  
**ASPEN COURT SUBDIVISION**  
Road Improvement Project



- Creeks, Streams
- Structures
- Parcel Address
- Aspen Court
- Replace yard grate with normal pipe entrance
- Patch Treatment



1 inch equals 75 feet

This map product was prepared from the Catawba County, NC Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County guarantees and recommends the independent verification of any data / contained on this map product by the user. The County of Catawba, its employees and agents do not warrant, represent, or assume any liability for any errors, omissions, or inaccuracies that may appear on this map. © 2024 Catawba County, NC. All Rights Reserved.

**ATTACHMENT B  
INTENT TO PROPOSE  
IFB NO: 24-1008**

**This form should be e-mailed to [TinaWright@catawbacountync.gov](mailto:TinaWright@catawbacountync.gov) to ensure you receive all addenda issued for this IFB.**

I, \_\_\_\_\_ a representative of \_\_\_\_\_

\_\_\_\_\_ confirm that we intend to submit

a bid for the **Aspen Heights Subdivision Road Improvement Project.**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone\_(\_\_\_\_)\_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT C  
 BID FORM  
 IFB NO: 24-1008**

**FOR: ASPEN HEIGHTS SUBDIVISION ROAD IMPROVEMENT PROJECT**

In compliance with your Invitation for Bids, the undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in accordance with the Invitation for Bids, Specifications, and Provisions contained in the contract documents for the consideration of prices proposed in this Bid Form.

All prices to include North Carolina Sales and Use Taxes.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 License Number

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 E-Mail

**COST PROPOSED:**

ITEM	QUANTITY	UNIT PRICE	TOTAL BID
Mobilization	1	Lump Sum	\$
Traffic Control	1	Lump Sum	\$
1.5-inch Milling	2,058 Square Yards	\$	\$
1.5-inch Asphalt Overlay (Design Mix S9.5C)	2,058 Square Yards	\$	\$
Filter Fabric	3 Square Yards	\$	\$
Riprap	Lump Sum	\$	\$

Cores (Cut and Test)	4*	\$	\$

\*Depends on daily production of paving

<b>Total Contract Bid Amount</b>	\$
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**TOTAL CONTRACT BID AMOUNT** \_\_\_\_\_

**ACKNOWLEDGEMENT:** Addendum, if issued, received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

The Bidder hereby declares that he has had an opportunity to examine the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Scope of Work included in the Invitation for Bids and the contract documents relative hereto, and has read all provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the work to be performed.

Respectfully submitted the \_\_\_\_ day of \_\_\_\_\_, 2023.

Company Name: \_\_\_\_\_

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

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

END OF BID FORM

**ATTACHMENT D**  
**SUBDIVISION ROAD IMPROVEMENT AGREEMENT**  
**FOR**  
**CATAWBA COUNTY**

Aspen Heights Subdivision Road Improvement Project  
Catawba County, Denver, North Carolina  
Project ID# / Bid Number: 24-1008  
NC Contractor License Number \_\_\_\_\_

**THIS AGREEMENT** made as of the \_\_\_\_ day of December, 2023, by and between the Catawba County, a body politic and a political subdivision of the State of North Carolina, (hereinafter “Catawba County” or “County”) and \_\_\_\_\_, (hereinafter “Contractor”). Catawba County and Contractor are each referred to herein as a Party and collectively, the Parties.

WITNESSETH THAT Catawba County and Contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS.** The Contract Documents which comprise the Agreement between Catawba County and the Contractor are attached hereto, made a part hereof and consist of the following:

- |                   |  |
|-------------------|--|
| 1. This Agreement |  |
| 2. Attachment I   | Certificate of Insurance                             |
| 3. Attachment II  | Invitation for Bids                                  |
| 4. Attachment III | Addendum [1] to [2]                                  |
| 5. Attachment IV  | Contractor Bid Response                              |
| 6. Attachment V   | Purchase Orders                                      |
| 7. Attachment VI  | All signed Change Orders                             |
| 8. Attachment VII | County’s signed Acceptance of Completion of Services |

**ARTICLE 2. SCOPE OF WORK.** Contractor shall furnish and deliver all of the materials and perform all of the work described in the Contract Documents (“Work”), except as specifically indicated in the Contract Documents to be the responsibility of others, the same being generally described as follows:

To provide repairs and alternations to Aspen Heights Court located within the Aspen Heights Subdivision in Catawba County, as described in County’s Invitation for Bids (collectively, the “Work”).

All Work must meet all current NCDOT standards and specifications. All Work required by this Contract shall be completed within \_\_\_\_ days from issuance of the Notice to Proceed (said period being the “Time of Completion”). Time is of the essence in completion of Work under this Contract.

**ARTICLE 3. PAYMENT / CONTRACT PRICE.** The Contract Sum is \_\_\_\_\_ to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the above titled Project in full and complete

accordance with the plans, specifications and contract documents to the full and entire satisfaction of Catawba County with a definite understanding that no money will be allowed for extra work without written consent of the County.

Payment to Contractor for the Work is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriated revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without penalty.

#### ARTICLE 4. PAYMENT AND PERFORMANCE BONDS (IF REQUIRED.)

1. PAYMENT BOND: The Contractor is required to submit a Payment Bond in the amount of 100% of the Contract Sum, conditioned upon the prompt payment for all labor or materials for which Contractor or a subcontractor is liable.
2. PERFORMANCE BOND: The Contractor is required to submit a Performance Bond in the amount of 100% of the Contract Sum, conditioned upon the faithful performance of this Agreement in accordance with the Plans, Specifications and conditions of the Bid and Contract Documents.

ARTICLE 5. LIQUIDATED DAMAGES. If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the County the sum of \$500.00 per day, not as a penalty, but as compensation to the County for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract.

ARTICLE 6. APPLICATION FOR PAYMENT. Contractor shall submit Applications for Payment when all work has been completed. Applications for Payment will be reviewed and approved by Catawba County.

ARTICLE 7. TERMINATION. This Agreement may be terminated:

1. By County, upon thirty (30) days written notice, if county, state or federal funds are withdrawn or diminished.
2. By County, upon ten (10) days written notice in the event of Contractor's failure (1) to provide the Services or (2) to otherwise comply with its obligations hereunder.
3. By Contractor upon thirty (30) days written notice in the event of County's breach of its obligations hereunder.

4. By mutual agreement or by either Party upon giving at least thirty (30) days written notice to the other.

#### ARTICLE 8. CONTRACTOR RESPONSIBILITIES, MATERIAL, EQUIPMENT, EMPLOYEES

1. 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 the 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.
2. All materials shall be new and of quality specified, except where reclaimed material is specifically 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.
3. Products may generally be specified by ASTM (formerly known as American Society for Testing and Materials) 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.
4. 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.
5. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract consistent with current NCDOT Standards, unless Contract Documents give other specific instructions concerning these matters.
6. The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
7. If at any time during the construction and completion of the Work covered by this Agreement, the conduct of any workman of the various crafts be adjudged a nuisance to the County or if any workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the site.

8. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing upon request.
9. The Contractor shall provide the County access to the Work in preparation and progress wherever located.
10. 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 County in writing. 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 County, he shall bear all cost arising there from.
11. All work under this Agreement shall conform to the current NCDOT Standards and other state and national codes, local ordinances and manufacturers recommendations as are applicable.
12. The Contractor shall cooperate with the County or municipal authorities by obtaining building permits. Permits may be obtained by the Contractor at no cost to the County.

#### ARTICLE 9. MISCELLANEOUS

1. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the Parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the Party or Parties to whom such statement relates.
2. Changes in the Work. No changes shall be made in the Work except upon written approval and change order of Catawba County. Upon request of the Catawba County, the Contractor will make changes, additions, or alterations to the Work ("Changed Work"). The cost of all Changed Work shall be the sole responsibility of Catawba County, which shall include overhead and profit, and reflected in the Change Order.
3. Assignment. This Agreement is personal to each of the Parties hereto, and neither Party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other Party. Any purported assignment without prior written consent from the other Party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
4. Independent Contractor. The relationship between the Parties to this Agreement shall be that of independent contractors, and no Party shall be construed to be the agent, partner, employee, or joint venturer of the other Party to the Agreement. The Parties shall not exercise

control or direct the manner in which other Parties perform their duties hereunder except to assure compliance with this Agreement. The Parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees.

5. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, and County's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable unless caused in whole or part by the negligence of County.
6. Insurance. The Contractor shall not commence work until he has obtained all insurance required, and the County has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Contractor will carry and maintain, throughout the period of this Agreement, at Contractor's sole expense, general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. Defense costs shall be in excess of the limit of liability. Contractor shall also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$25,000 for medical payment coverage. If employees, agents or representatives of Contractor, including specifically independent contractors under contract to Contractor, transport County's clients in their personal vehicles, Contractor will ensure that any such transportation service is covered by insurance, whether it be the insurance of Contractor or of the vehicle County, and that vehicles are maintained in a condition that imposes no apparent risk to the clients and/or to the public.

Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance company. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

Certificates of such insurance shall be furnished by Contractor to County at the time of, or before execution of this Agreement, and annually thereafter for any extended term hereof. Such certificates shall require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days' notice prior to modification or cancellation of said

policy. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify County as described herein. Contractor agrees that such insurance shall be primary, regardless of any other insurance coverage which County may procure for its own benefit.

7. **Warranty.** The Contractor shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship and/or negligence for a period of one (1) year from the final inspection of the project.
8. **Third Party Beneficiary.** The Parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The Parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.
9. **Costs and Taxes.** Except as otherwise specifically provided herein, each Party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each Party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
10. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

<b>To County:</b>	<b>To Contractor:</b>
Catawba County Attn: Catawba County Manager 25 Government Drive P.O. Box 368 Newton, NC 28658	

Each party shall keep the other Party informed of its current address at all times.

11. **Applicable Law, Venue, and Service of Process.** This Agreement has been entered into in the State of North Carolina, County of Catawba, and all questions with respect to the construction of this Agreement and the rights and liabilities of the Parties shall be governed by the laws of the State of North Carolina. The Parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Catawba County, North Carolina and that service of process may be made upon either Party by certified mail, return receipt requested, postage prepaid to the Party's address as set forth herein or such other address as the Party may designate in writing received by the other Party.

12. Equal Employment Opportunity. Contractor shall comply with all federal and state laws relating to equal employment opportunity. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
13. Contract Work Hours and Safety Standards. Contractor certifies that during the term of all contracts by Catawba County, Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards.
14. Debarment and Suspension. Contractor certifies that neither it nor its principals or affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
15. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
16. Force Majeure. If Contractor's performance of Work under this Agreement is delayed by a *force majeure*, Contractor shall immediately, in any case no later than ten (10) days from the time when Contractor becomes aware of the cause of such delay, notify County of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of the Work shall be excused during the duration of such *force majeure*.
17. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.
18. Waiver. The failure by the Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.
19. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

20. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
21. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the Federal E-Verify system.
22. Dispute Resolution. If a dispute arises under this contract, the parties shall first attempt to negotiate a resolution satisfactory to both parties. In the event that the parties cannot agree, the parties shall agree upon a mediator and shall participate in non-binding mediation in order to resolve the issue. The cost of the mediator shall be shared equally between the Parties. The mediation shall take place in Catawba County, North Carolina. In the event that the parties cannot agree upon a mediator or are not satisfied with mediation, any litigation shall be brought in the General Court of Justice in Catawba County, North Carolina.
23. Signature Authority. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

**[Signature page attached]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written.

CATAWBA COUNTY

\_\_\_\_\_  
Mary Furtado, County Manager

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**THIS INSTRUMENT** has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

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

\_\_\_\_\_  
Mary Morrison, Chief Financial Officer  
Acct:  
Amount:

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Joshua Teague, Assistant County Attorney

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

\_\_\_\_\_  
Jake Robinson, Risk Management