



ORANGE COUNTY SCHOOLS  
200 E. King Street Hillsborough, NC 27278 [www.orangecountyfirst.com](http://www.orangecountyfirst.com) 919-732-8126

**Bid #2018-005**

## **NOTICE TO BIDDERS**

Orange County (NC) Schools proposes to purchase the following:

### **INFORMAL, SINGLE-PRIME, MECHANICAL CONTRACT FOR WALK IN FREEZER AND REFRIGERATOR**

Single-prime bids will be received up to **10:00 AM on May 25, 2017** at the Orange County Schools Board of Education Office, 200 East King Street, Hillsborough, NC Attn: Patrick Abele, BID #2018-005CP

A Mandatory Pre-Bid meeting will be conducted on **Tuesday, May 16th at 11:00 AM**. The meeting will be held at on-site at Cameron Park Elementary School, 240 St. Mary's Street, Hillsborough, NC 27278. Bidders are requested to contact Mr. Roger Ivey at 919-732-4581 to confirm attendance.

Specifications are available posted to the District website at:  
<http://www.orangecountyfirst.com/content/current-bids>

Questions may be emailed to: Roger Ivey, Maintenance Director at: [roger.ivey@orange.k12.nc.us](mailto:roger.ivey@orange.k12.nc.us)  
All questions must be received prior to 10 am on Friday, May 19<sup>th</sup>.

The Orange County Board of Education reserves the right to waive minor irregularities, reject any or all proposals, and to accept the lowest and best proposal.

Orange County Schools  
Patrick Abele  
Chief Operations Officer

## **GENERAL CONDITIONS**

### **GENERAL INSTRUCTIONS**

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

### **MATERIALS, EQUIPMENT AND EMPLOYEES**

a. 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.

b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. No materials containing asbestos shall be used. 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.

c. No changes shall be made in the Work except upon written approval and change order of the Designer/Owner.

d. 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 Engineer for approval or disapproval; such approval or disapproval shall be made by the Engineer prior to the opening of bids. GC-1

e. 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 grounds.

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

### **CODES, PERMITS AND INSPECTIONS**

a. The Contractor shall obtain the required permits, give all notice 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 Engineer 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 Owner, he shall bear all cost arising there from.

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

### **SAFETY REQUIREMENTS**

a. 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.

b. 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.

c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State 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. GC-2

d. The Contractor understands and acknowledges the worksite will be an occupied elementary school campus at all times throughout the project and will make appropriate accommodations to ensure the safety of students, staff, and visitors to the campus.

### **EQUAL OPPORTUNITY**

a. 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.

b. 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.

c. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with Article 2 of Chapter 64 of the North Carolina General Statutes.

## **INSURANCE**

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$1,000,000 on account of one accident; and Property Damage Insurance in an amount not less than \$500,000 on any one claim and not less than 1,000,000 aggregate amount.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits. The Owner shall be a named additional insured on any general public and automobile liability coverages. Additional insured endorsement shall accompany the certificate of insurance submitted with the executed form of contract.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Engineer of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

The Owner shall be a named additional insured on any general and automobile liability coverages. Additional insured endorsement shall accompany the certificate of insurance submitted with executed Form of Contract.

## **INVOICES FOR PAYMENT**

Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Orange County Schools  
Attention: Patrick Abele / Chief Operations Officer  
200 East King Street  
Hillsborough, NC 27278

Telephone Office 919-732-8126 ext. 12500

Send all inquiries to [Patrick.abele@orange.k12.nc.us](mailto:Patrick.abele@orange.k12.nc.us)

## **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.

## **GUARANTEE**

- a. 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.
- b. 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.
- c. 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.

## **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.

## SUPPLEMENTARY GENERAL CONDITIONS

### **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within 30 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner One Hundred Dollars (\$100.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

### **UTILITIES**

Temporary electricity and water will be available on site.

### **SECURITY**

Contractor shall provide a list of all employees working on-site to the Orange County Schools. List shall include full name and North Carolina Driver's License number.

### **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS**

Lunsford Act / Criminal Background Checks. Contractor acknowledges the G.S. 14- 208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall provide certification that it has conducted sexual offender registry checks on each of its owners, employees, agents, or subcontractors who will engage in any service on or delivery of goods to School System property or at a School System sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). Contractor shall not assign any individual to deliver goods or provide services on School System property or at a School System sponsored event if said individual appears on any of the listed registries.

## SPECIFICATIONS

Orange County Schools  
Child Nutrition Services  
Cameron Park Elementary School  
Walk in Cooler and Freezer

Equipment specifications for bid

Bidding dealers are urged and cautioned to be aware of all job site conditions and to confirm all measurements, utility requirements, installation information. Dealers are requested to submit bid pricing on the following walk-in cooler/freezer, specified as manufactured by Master-Bilt.

Awarded dealer is responsible for the disassembly and removal of the existing walk-in at this site, Cameron Park Elementary School, and disposing of all materials as instructed by Orange County Schools. Orange County Schools will disconnect all electrical, plumbing and leave ready for disassembly and removal by the awarded dealer. Dealer is to remove all packing material, installation material from the job site once installation is completed. Dealer is to fully assemble the specified cooler/freezer, hang blower coils, set condensing units, hang light fixtures, make all final connections and start up.

Walk-in by Master-Bilt is to be constructed of pre-fab, precision formed, modular panels designed for accurate, rapid field assembly and shall be in compliance with NSF standard regulations.

Size is to be 11' 7" x 18-3 1/2" x 7'6" high. Insulation of all is to be 4" thick rigid urethane, pour-type, foamed-in-place. Interior/exterior is to be stucco embossed aluminum. Interior ceilings are to be white embossed aluminum. Interior floors are to be 4" thick reinforced with patterned aluminum exterior surface. Ceiling panels are to be 5" thick.

Entrance doors are to be 36" x 78" with three hinges, in-fitting (flush mounted), self closing. Entrance doors shall include two spring loaded cam-lift off hinges, hydraulic door closer, pre-wired vapor-proof light fixture, inside safety release, mounted dial type thermometer, magnetic gaskets along the top and both sides, and an adjustable double vinyl wiper gasket on the bottom, and a 34" high patterned aluminum door kick on the exteriors and interiors.

Each compartment is to have installed two (2) each 48" LED light fixtures designed for use in refrigerated rooms.

Dealer is to furnish and install trim at each corner and provide a sloped exterior roof cap with trim flashing to be sealed to the exterior of the building.

Refrigeration systems are to be installed by the awarded dealer's North Carolina licensed refrigeration service contractor. Medium temperature systems are to maintain a +35 degree holding temperature with R-404A refrigerant, pre-assembled remote system. Low temperature systems are to maintain a -10 degree holding temperature with an R-404A refrigerant pre-assembled remote system. Systems are to be furnished from the factory with outdoor controls and housing. Voltage is to be 208/60/3 (to be confirmed by awarded dealer). Compressors are to be rack mounted on 18" high stainless steel refrigeration stand with factory mounted electrical disconnects for each compressor system.

Standard 10 year panel warranty by the manufacturer and refrigeration systems are to have a one year labor with five year extended parts warranty.

After complete installation and start up dealer is to relocate existing shelving units in the new cooler/freezer.



(1) 16' 4 1/2" long, 11' 7" wide, 8' 7" high, Urethane Foam Walk-In, FM Spec Tested Per ASTM E84-03.

Cooler and Freezer Combination (2 compartments);Freezer -10F. With Floor, Cooler 35F. With Floor.  
Heavy-Duty Reinforced Super Floor, 5000 PSF 5" Ceilings, 4" Walls, 4" Floors.

Finishes:

.040" Stucco Aluminum - Interior wall, Exterior wall, Exterior ceiling, Exterior floor,

.040" White Stucco Aluminum - Interior ceiling,

1/8" Diamond Aluminum - Interior floor.

### Site Accessories

- ( 4 ) 23-01882 Kason LED Fixture,1810LX4000, 4FT, 39W, 0.33A, 120-277VAC WILL REPLACE 23-01769.
- ( 2 ) 19-13646 Fuse disconnect, 30 amp, 3-POLE DG321NRB rainproof was D321NRB, 240V, rain type.
- ( 1 ) 636977X000 Set of (2) 3" x 3" x 103" Angle Trim Strips, .040" Stucco Aluminum.

### Swing Doors

- ( 1 ) V38LC094II/636977/01 36" x 78" LH Hinged, Medium Temp, Standard Duty Door With 3" Dial Thermometer, Light Switch w/Pilot & Weatherproof Cover (800-11236), K-180613 Watt LED Light (23-01792), (3) Spring-Loaded Cam-Lift Hinges, K-091CHandle w/Strike & Safety Release, K-1094 Door Closure, 36" High 1/8"Diamond Aluminum Kickplate on Both Sides of Door & Frame.
- ( 1 ) V38LF094II/636977/02 36" x 78" LH Hinged, Low Temp, Standard Duty Door With 3" Dial Thermometer, 3" Pressure Relief Port, Light Switch w/Pilot & Weatherproof Cover (800-11236), K-1806 13 Watt LED Light (23-01792), (3) Spring-Loaded Cam-Lift Hinges, K-091C Handle w/Strike & Safety Release, K-1094 Door Closure, 36" High 1/8" Diamond Aluminum Kickplate on Both Sides of Door & Frame.

### Refrigeration Systems

- ( 1 ) MSLZ0151C/636977 4HP Cond 208-230/60/3 R-404A, Scroll, Hood & Low Ambient Kit, Low Temp -10F., 13794 BTUH System Capacity. With Mounted Timer. Sized for 100 F.Temperature at Condenser. 30" (L) 31" (W) 26" (H) Base: M3 @ 230#. MCA:32, MOP: 35, RLA: 12, LRA: 99. Connections - Liquid: 1/2", Suction: 7/8".953-5M977 Compressor Rack.
- ( 1 ) MHHZ0151B/636977 1.3HP Cond 208-230/60/1 R-404A, With Hood & Low Ambient Kit, Medium Temp 35F., 10856 BTUH System Capacity. With Mounted Timer. With Hermetic Compressor. Sized for 100 F. Temperature at Condenser. 38" (L) 27" (W) 18" (H) Base: M2 @ 275#. MCA: 19, MOP: 25, RLA: 9, LRA: 51.Connections - Liquid: 3/8", Suction: 7/8". 953-5M973 Compressor Rack.
- ( 1 ) E1LZ0141B/636977 Evap 208-230/60/1 R-404A, Low Temp -10F., 14000 BTUH Evaporator

Capacity. 64" (L) 15" (W) 16" (H) @ 115#. Fan Amps: 1.4, Defrost Amps: 13.0. 900-50375 Preassemble Kit. 902-50375 Solenoid/Temp Control.

( 1 ) E1HZ0120A/636977

Evap 115/60/1 R-404A, Medium Temp 35F., 12200 BTUH Evaporator Capacity. 42" (L) 15" (W) 16" (H) @ 74#. Fan Amps: 1.8. 900-50375 Preassemble Kit. 901-50375 Solenoid/Temp Control.

( 1 ) MBWR050S

4 Year Extended Compressor Warranty, 3.5-5HPS

( 1 ) MBWR030

4 Year Extended Compressor Warranty, 1.5-3HP

**Weather Roof**

(1) 636977X500

Membrane Roof Package Flashed up on (1) 16' 4 1/2" length

**BID FORM-BID#2018-005CP**

**Walk in Freezer and Refrigerator  
 Cameron Park Elementary School  
 Orange County Schools**

In compliance with this request for bid and subject to conditions herein, the undersigned offers and agrees to furnish any and all items upon which prices are quoted at the price set opposite each item. Signature certifies that this quote is submitted competitively and without collusion.

Installation labor, materials, disposal and sales taxes are included.

<b>Total Base Bid Amount:</b> _____ <b>Dollars (\$ _____ )</b>
<b>Plus Applicable NC Sales Tax</b> _____
<b>Total Bid Amount \$</b> _____

Acknowledgement Addendum #1, if any \_\_\_\_\_ (initial & date)

Acknowledgement Addendum #2, if any \_\_\_\_\_ (initial & date)

Failure to execute/sign bid prior to submittal shall render the bid invalid. Late bids are not accepted.

Bidder:	Federal ID No.	
Street Address:	P.O. Box:	Zip:
City & State:		
NC Contractor License #		
Print Name & Title of Person Signing:	Telephone Number:	
Authorized Signature:	Fax Number:	
Date:	E-Mail:	

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Orange County Board of Education (herein referred to as the Owner), whose mailing address is 200 E King Street, Hillsborough, North Carolina 27278 and \_\_\_\_\_ (herein referred to as the Contractor), whose mailing address is \_\_\_\_\_, North Carolina \_\_\_\_\_. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with

**Walk in Freezer and Refrigerator  
Cameron Park Elementary School  
Orange County Schools**

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. Scope of Services. The Contractor shall perform the work in accordance with the terms of this Agreement, any plans and specifications prepared for this project and the bid documents for bid number 2016-01EC, all of which are incorporated into and made a part of this Agreement (hereinafter referred to as the "Project" or the "Work").
  - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
  - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
  - c. The Contractor shall perform the work included in the base bid for this Project, plus \_\_\_\_\_
  - d. 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 Agreement documents.

- e. 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.
  - f. 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.
  - g. The Contractor shall designate a foreman/superintendent who shall direct the work.
  - h. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any worker be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
  - i. 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.
  - j. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of [REDACTED] dollars (\$) (herein referred to as the Contract Sum). No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if

any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.

3. Time. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.

4. Codes, Permits and Inspections.

a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer 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 Owner, he shall bear all cost arising there from.

b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.

5. Safety Requirements.

a. 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, architect or engineer. 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.

b. 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 Construction and Part 1910 General Industry).

c. 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 State 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.

6. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards for reputable contractors; that the Work will be free of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within five years after the Date of Substantial Completion of the Work or designated portion thereof or within five years after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the five-year warranty shall begin on the date of Final Completion of the Work.

7. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
8. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractors property, business, agents or employees, unless said damage is due solely to the negligence of Owner.

9. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers= compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Bests Insurance Guide.

10. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.

11. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days written notice if the Board is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five days' written notice, terminate employment of the Contractor and may:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of any subcontracts; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Owner terminates the whole or any part of the Work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for



such similar supplies or services. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and this obligation for payment shall survive this Agreement.

12. Lunsford Act/Criminal Background Checks. The Contractor shall conduct at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http://www. nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records

checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Governing Law. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina.
14. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
15. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and the Contractor has caused these presents to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

**ORANGE COUNTY BOARD OF EDUCATION**

**By:** \_\_\_\_\_ (Seal)

Dr. Todd Wirt, Superintendent

**[INSERT CORPORATE NAME OF PROVIDER]**

**By:** \_\_\_\_\_ (Seal)

**[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]**

**Attest:** \_\_\_\_\_ (Seal)

**[INSERT NAME OF CORPORATE SECRETARY]**

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

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature of finance officer)

R1017756

Attachment \_\_\_\_\_

### Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	Job Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____ (attach

additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
\_\_\_\_\_ (title) \_\_\_\_\_ (date)



NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER

STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

JANET COWELL  
TREASURER

GREGORY C. GASKINS  
DEPUTY TREASURER

**Memorandum # 2016-10**

TO: All Local Governments, Public Authorities and Their Independent Auditors FROM:  
Sharon Edmundson, Director, Fiscal Management Section

SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the [Iran Divestment Act of 2015](#) (N.C.G.S. 143C-6A-1 to 6A-9).<sup>\*</sup> Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

- 1. Local Government Units must obtain a one-page mandatory certification under the Act.** (See sample "Contract Certification" form below for details.)
- 2. Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (See "Contract Restrictions" below for details.)
- 3.**

**Background**

The Iran Divestment Act's requirements applicable to Local Government Units<sup>\*\*</sup> will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

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<sup>\*</sup> The Iran Divestment Act of 2015 can be found online at:

<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

<sup>\*\*</sup> The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

**Final Divestment List**

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S.

federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years;
- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and periodically circulated to Local Government Units.

#### **Requirement 1: Contract Certification**

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A- 5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

#### **Requirement 2: Restriction on Contracting**

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

#### **Next Steps**

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Sharon Edmundson at [Sharon.Edmundson@nctreasurer.com](mailto:Sharon.Edmundson@nctreasurer.com) or 919-814-4289.

**Name of Vendor or Bidder:** \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_

\_\_\_\_\_  
**Signature Vendor Required**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**