

APPROVED



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
May 4, 2020

From:
John Nichols, P.E.

Action Item # VII. - 3.

Utilities - Disaster Response Emergency/On-Call Construction Services Contract Task One State Utility Contractors, Notice of Award, and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., to perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task One contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for not to exceed amount of \$250,000.00.

Background/Purpose of Request:

In order to be better prepared to respond to possible natural disasters and emergency repairs to the county's utility infrastructure, Brunswick County Public Utilities Department made the decision to procure a contract with a contractor to provide on-call construction services in the event of an emergency. The work under Task One includes items such as, but are not limited to, providing workforce and equipment for excavation and repair of pressure and gravity lines; handling and disposing of asbestos cement pipe, traffic control, operation of heavy equipment. On March 12, 2020, two bids were received by Brunswick County and subsequently a re-bid of the project was necessary to meet bidding requirements. The second round of bids were received on April 16, 2020. Two bids were received on that date. These are detailed in the attached bid tabulation. The county has reviewed the bid proposals and recommends that Task One work be awarded to the lowest, responsive bidder, State Utility Contractors, Inc.

Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., not to exceed amount of \$250,000.00.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendment appropriates fund balance of \$125,000 in each of the water and sewer funds for contract award.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with State Utility Contractors, Inc., to

perform construction services as defined in the Disaster Response Emergency/On-Call Construction Services Contract Work Task One contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends award of the project for not to exceed amount of \$250,000.00.

ATTACHMENTS:

Description

- ▣ Utilities - Certified Bid Tabulation Task One - Attach 1
- ▣ Utilities - Contractor Bid Forms Task One State Utility - Attach 2
- ▣ 20200504 Budget Amendment On-Call State Utility Services.pdf
- ▣ 20200504 Budget Amendment On-Call State Utility Services WW.pdf

NORTH CAROLINA**CONSTRUCTION OR REPAIR AGREEMENT****[Federal, with FEMA Clauses]****BRUNSWICK COUNTY**

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part, and State Utility Contractors, Inc., (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:**1. PROJECT**

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Form of Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers’ Compensation, Public Liability, Property Damage and Builder’s Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the “Bid Documents”) titled:

Project: Disaster Response Emergency/On-Call Construction Services - Task 1

The Bid Documents and final Scope of Work are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins upon issuance of the Notice of Award by Brunswick County (the “Effective Date”) and continues in effect for an initial term of one (1) year, unless extended or sooner terminated as provided for in the Brunswick County General Conditions of the Contract. The term of this Agreement may be extended for an additional one (1) or two (2) years upon mutual written agreement of the parties. The duration of individual projects under a Work Task, as set forth in the Form of Proposal, shall be designated by written Task Orders issued under this Agreement, each of which shall be attached hereto and made an integral part hereof. The County may terminate this Agreement or any Task Order at any time without cause by giving sixty (60) days’ written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to County showing in detail the work performed under this Agreement and any Task Order through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Contractor shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this

Agreement immediately and without notice to Contractor if Contractor becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Contractor, or has a receiver or trustee appointed for substantially all of its property, or if Contractor allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

The County agrees to pay Contractor payments based on actual unit price amounts as provided in the Form of Proposal submitted by Contractor during the bid process. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. The County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, the County shall inform Contractor in writing of the disputed charges. In addition to the compensation set forth above and notwithstanding anything to the contrary contained herein or in the General Conditions of the Contract, County agrees to reimburse Contractor for the reasonable and actual costs of performance and payment bonds and any additional bond(s) which may be required by the North Carolina Department of Transportation for work performed in a right-of-way.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

- (1) Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- (4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- (5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;
- (6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;
- (7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

- (8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

13. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- (1) Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit

audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. SUSPENSION AND DEBARMENT

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

19. MINORITY BUSINESS ENTERPRISES

Contractor will make “good faith efforts” to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

20. WORKERS’ COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers’ compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor’s obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

21. REMEDIES

- (1) **RIGHT TO COVER.** If Contractor fails to commence work on the Project within the time specified, fails to meet any completion date or resolution time specified, fails to perform the work with sufficient workmen, equipment and materials, discontinues the prosecution of the work, performs the work unsuitably, or if Contractor is otherwise in default under this Agreement, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
- i. Require the surety to promptly take over and complete the Project in the manner and within the timeframe specified.
 - ii. If the surety fails to promptly take over and complete the Project in the manner specified and within fifteen (15) days of being notified by County to do so, County may employ such means as it may deem advisable and appropriate to perform itself or obtain the work from a third party until the matter is resolved and Contractor is again able to resume performance under this Agreement.
 - iii. Deduct any and all expenses incurred by County in obtaining or performing the work from any money then due or to become due Contractor and, should the County’s cost of obtaining or performing the work exceed the amount due Contractor, collect the amount due from Contractor and surety.
- (2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Contractor fails to perform under this Agreement until such breach has been fully cured.

- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Contractor, notwithstanding anything to the contrary in this Agreement, Contractor agrees that it will not terminate this Agreement or suspend or limit any work or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

22. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

23. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- (1) Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. COMPLIANCE WITH THE DAVIS-BACON ACT

- (1) All transactions regarding this Agreement shall be done in compliance with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5. When applicable, Contractor shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Contractors are required to pay wages not less than once a week.

26. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. CLEAN AIR ACT

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

28. FEDERAL WATER POLLUTION CONTROL ACT

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

29. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

30. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives

such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

31. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

32. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

33. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation, as more fully set forth in the General Conditions of the Contract.

34. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

35. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

37. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

38. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

39. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

40. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.**

- a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

For the County: Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

With a copy to: John Nichols
Director of Public Utilities
P. O. Box 249
Bolivia, NC 28401

- b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: John Nichols
Director of Public Utilities
P. O. Box 249
Bolivia, NC 28401

- c. All communications to Contractor shall be sent to:

For the Contractor: State Utility Contractors, Inc.
4417 Old Charlotte Highway
Monroe, NC 28110


[SIGNATURES APPEAR ON FOLLOWING PAGE]

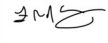
41. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

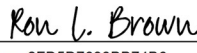
BRUNSWICK COUNTY

DocuSigned by:

 Clerk to the Board

DocuSigned by:

 By: Frank Williams
 Chairman

[SEAL]

STATE UTILITY CONTRACTORS, INC.


DocuSigned by:
 By: 
 2FD5D7633BB74B6...

Printed Name: Ron L. Brown

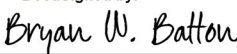
Title: President

Date: 5/27/2020

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

DocuSigned by:

 Julie A. Miller, Finance Director
 Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:

 Robert V. Shaver, Jr., County Attorney /
 Bryan W. Batton, Assistant County Attorney

End
Of
Original

BRUNSWICK COUNTY PUBLIC UTILITIES

Emergency On-Call Construction Service Contract

DATE:

16-Apr-20

3:00 PM

BID TABULATION FORM

Company Name	License Number	Bid Security	Task One (Lump Sum)	Task Two	Task Three	Total Bid \$	Addendum Acknowledgment
Carmichael Construction	10584	X	\$505,058.00	\$4,691,000.00	\$1,634,895.00	\$6,830,953.00	X
State Utility	17793	X	\$415,475.00	\$3,596,500.00	\$2,083,700.00	\$6,095,675.00	X

Opened By: 

Brent Lockamy, PE

Witness: 

Bob Tweedy

4/22/2020

S:\ProjectManagement\proj\BO\Emergency-On-Call Construction Services\BIDS\BC_BidTabulation.xls

FORM OF PROPOSAL

To: **BRUNSWICK COUNTY ("Owner")**

From: Bidder State Utility Contractors, Inc.

Address P.O. Box 5019

Monroe, NC 28111-5019

Tele./Fax (704) 289-6400/(704) 282-0590

Date of Bid April 16, 2020

The undersigned, as Bidder (or Contractor), hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in a contract to be entered into (hereinafter the "Contract" or "Agreement"); that this Proposal is made without connection with any other person, company, or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that it has examined all bid documents, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees that, if this Proposal is accepted and a contract is awarded by **Brunswick County**, Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete:

Disaster Response Emergency/On-Call Construction Services

in full and complete accordance with the plans, specifications, Scope of Work and Contract Documents, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

ATTACHED DOCUMENTS

The following documents are attached to and made a condition of this Bid:

- Bid Security
- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the Scope of the Work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work,

except as provided for in the General Conditions. The quantities shown on the Proposal form are for the base bid only unless the Contract Documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents. In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the Proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price quantity shall be updated only in the event that the Contract Documents clearly indicate that the unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

The Bidder further proposes and agrees hereby to commence work under a Contract on a date to be specified in a written Notice to Proceed issued by Brunswick County, unless otherwise specified, and shall fully complete all work thereunder within the timeframe specified by Brunswick County. Any applicable amounts for liquidated damages are stated in the General Conditions: "Time of Completion, Delays, Extension of Time."

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Work may be required to be performed at night, weekends or on holidays and no separate bid prices will distinguish for the time of work. (*Bid tabulation to be completed by Bidder can be found on subsequent pages.*)

WORK TASK 1: BRUNSWICK COUNTY DISASTER RESPONSE EMERGENCY CONSTRUCTION SERVICES

1. Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Task Order for the Contractor's scope of services and schedule for responding to the Owner's request.

\$ 205.00 per hour

Twenty-five (25) hours \$ 5,125.00 sub-total

SMALL CREW LINE ITEMS

2. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth.**

\$ 3,300.00 lump sum

Two (2) each \$ 6,600.00 sub-total

3. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$ 3,500.00 lump sum

Two (2) each \$ 7,000.00 sub-total

4. Hourly rate for a small crew consisting of a minimum of a superintendent, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill, ability and equipment needed to excavate and repair pressure and gravity lines 0 to 6 feet in depth.

\$ 850.00 per hour based on information above Twenty (20) hours \$ 17,000.00 sub-total

5. Hourly rate for a small crew consisting of a minimum of a superintendent, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$ 875.00 per hour based on information above Twenty (20) hours \$ 17,500.00 sub-total

LARGE CREW LINE ITEMS

6. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 0 to 6 feet in depth.

\$ 4,000.00 lump sum Two (2) each \$ 8,000.00 sub-total

7. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.

\$ 4,100.00 lump sum Two (2) each \$ 8,200.00 sub-total

8. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval by Owner.

Crews shall have the skill and ability to excavate and repair pressure and gravity lines **10 to 14 feet in depth.**

\$ 4,800.00 lump sum

Two (2) each \$ 9,600.00 sub-total

9. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **14 to 18 feet in depth.**

\$ 6,500.00 lump sum

Two (2) each \$ 13,000.00 sub-total

10. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **18 to 20 feet in depth.**

\$ 7,500.00 lump sum

One (1) each \$ 7,500.00 sub-total

11. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **0 to 6 feet in depth.**

\$ 1,200.00 per hour based on information above

Five (5) hours \$ 6,000.00 sub-total

12. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$ 1,300.00 per hour based on information above

Twenty (20) hours \$ 26,000.00 sub-total

13. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall

have the skill, ability and equipment to excavate and repair pressure and gravity lines **10 to 14 feet in depth.**

\$ 1,400.00 per hour based on information above

Twenty (20) hours \$ 28,000.00 sub-total

14. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **14 to 18 feet in depth.**

\$ 1,500.00 per hour based on information above

Twenty (20) hours \$ 30,000.00 sub-total

15. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **18 to 20 feet in depth.**

\$ 2,000.00 per hour based on information above

Five (5) hours \$ 10,000.00 sub-total

16. Mobilization within four (4) hours of issued Task Order or notification of Brunswick County Public Utilities and demobilization combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.).

\$ 3,600.00 lump sum

Two (2) each \$ 6,000.00 sub-total

17. Dewatering: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Daily rate will be paid for dewatering system and will stop at the time it is determined that it is no longer needed.

\$ 2,000.00 per day

Five (5) days \$ 10,000.00 sub-total

18. Asbestos Cement Pipe: All individuals, either Contractor or a subcontractor, working on asbestos cement ("AC") pipe shall be fully certified and trained to work on, handle, and dispose of AC pipe. Documentation of each employee's training and certification shall be provided with bid package in accordance with Attachment A. The Contractor shall have on staff the number of workers required to perform the work described in the bid form that are trained and certified to work with AC pipe. If the Contractor does not have an adequately trained workforce a subcontractor may be used **(with express written permission by Brunswick County)** to provide the certified workers. Price shall include all costs associated with providing employees certified to work with AC pipe. AC pipe crews shall be mobilized within four (4) hours of issued Task Order.

\$ 525.00 per hour based on information above

Five (5) hours \$ 2,625.00 sub-total

19. Dispose of Asbestos Cement Pipe: Price per linear foot to properly dispose of AC pipe in accordance with all applicable laws and regulations.

\$ 90.00 per linear foot

Twenty (20) L.F. \$ 1,800.00 sub-total

20. Traffic Control: Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices to meet the NCDOT standards of the MUTCD. Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Rate shall include all labor, traffic control devices, vehicles, trailers, etc. that may be required to transport install and remove the devices after the project is completed. Rate for traffic control shall be paid for on a unit price basis. A day will be measured as a twenty-four (24) hour period. If it is necessary for the Contractor to purchase a specific sign, Contractor shall invoice Brunswick County for the reasonable cost of same. Any such purchase must be approved by Brunswick County in advance. Purchased signs will be the property of Brunswick County and will be returned to Brunswick County when construction is completed. The early warning signs are incidental to the specific project.

A. Single lane closure on two (2) lane roads with posted speed limit less than 30 MPH.

\$ 300.00 lump sum per day

Ten (10) each \$ 3,000.00 sub-total

B. Single lane closure on two (2) lane roads with posted speed limit greater than 30 MPH.

\$ 375.00 lump sum per day

Ten (10) each \$ 3,750.00 sub-total

C. Road closures on two (2) lane roads from intersection to intersection with posted speed limit less than 30 MPH.

\$ 450.00 lump sum per day

Ten (10) each \$ 4,500.00 sub-total

D. Road closure on two (2) lane roads from intersection to intersection with posted speed limit greater than 30 MPH.

\$ 525.00 lump sum per day

Ten (10) each \$ 5,250.00 sub-total

E. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit less than 50 MPH.

\$ 825.00 lump sum per day

Ten (10) each \$ 8,250.00 sub-total

F. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit greater than 50 MPH.

\$ 900.00 lump sum per day

One (1) each \$ 900.00 sub-total

G. Closure of intersection, three (3) or less lanes at intersection with posted speed limit less than 30 MPH.

\$ 450.00 lump sum per day

Ten (10) each \$ 4,500.00 sub-total

H. Closure of intersection, three (3) or less lanes at intersection with posted speed limit greater than 30 MPH.

\$ 525.00 lump sum per day

Five (5) each \$ 2,625.00 sub-total

I. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit less than 30 MPH.

\$ 825.00 lump sum per day

Five (5) each \$ 4,125.00 sub-total

J. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit greater than 30 MPH.

\$ 900.00 lump sum per day

Five (5) each \$ 4,500.00 sub-total

K. Price for Variable Message Board ("VMB") utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the VMB is installed and is operational as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that VMB is no longer required.

\$ 675.00 per each unit each day

Fifteen (15) each \$ 10,125.00 sub-total

L. Light Tower utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the light tower is installed as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that light tower is no longer required.

\$ 300.00 per each unit each day

Five (5) each \$ 1,500.00 sub-total

21. Additional equipment with operators (No Shared Operators):

A. Dump truck, single axle with operator.

\$ 130.00 per hour

Fifteen (15) hours \$ 1,950.00 sub-total

B. Dump truck, dual rear axle with operator.

\$ 165.00 per hour

Fifteen (15) hours \$ 2,475.00 sub-total

C. Dump truck, tri rear axle with operator.

\$ 180.00 per hour

Five (5) hours \$ 900.00 sub-total

D. Mobilization and demobilization as a combined lump sum for a rubber-tired backhoe with operator.

\$ 1,200.00 lump sum

One (1) each \$ 1,200.00 sub-total

E. Rubber-tired backhoe with operator.

\$ 150.00 per hour

Five (5) hours \$ 750.00 sub-total

F. Mobilization and demobilization as a combined lump sum for an excavator (approximately 50,000 lb. class) with operator.

\$ 2,800.00 lump sum

One (1) each \$ 2,800.00 sub-total

G. Excavator (approximately 50,000 lb. class) with operator.

\$ 180.00 per hour

Five (5) hours \$ 900.00 sub-total

H. Mobilization and demobilization as a combined lump sum for an excavator (approximately 70,000 lb. class) with operator.

\$ 2,900.00 lump sum

One (1) each \$ 2,900.00 sub-total

I. Excavator (approximately 70,000 lb. class) with operator.

\$ 225.00 per hour

Five (5) hours \$ 1,125.00 sub-total

J. Mobilization and demobilization as a combined lump sum for an excavator (approximately 100,000 lb. class) with operator.

\$ 7,000.00 lump sum

One (1) each \$ 7,000.00 sub-total

K. Walk-behind asphalt cutter (Lowest rental rate available per hour)

\$ 90.00 per hour

Ten (10) hours \$ 900.00 sub-total

L. Excavator (approximately 100,000 lb. class) with operator.

\$ 400.00 per hour

Five (5) hours \$ 2,000.00 sub-total

M. Broom tractor with operator.

\$ 100.00 per hour

Fifteen (15) hours \$ 1,500.00 sub-total

N. Superintendent, each

\$ 205.00 per hour

Five (5) hours \$ 1,025.00 sub-total

O. Foreman, each

\$ 170.00 per hour

Five (5) hours \$ 850.00 sub-total

P. Laborer, each

\$ 75.00 per hour

Fifteen (15) hours \$ 1,125.00 sub-total

Q. Equipment Operator, each

\$ 120.00 per hour

Five (5) hours \$ 600.00 sub-total

22. Materials:

A. It will be up to the discretion of Brunswick County what materials, if any, will be provided. Contractor will be responsible for providing all other materials in an amount not to exceed \$50,000.00. Any purchase of materials in excess of \$50,000.00 must be approved by Brunswick County in advance. Shipping/handling fee shall not exceed 10% of material cost. Contractor to invoice Brunswick County for reimbursement of materials.

B. It will be the Contractor's responsibility to remove and dispose of excavated materials. Contractor will bill Brunswick County for the cost of same.

23. It will be the Contractor's responsibility to maintain the safety and security of the work area at all times.

24. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Standard pump assumes open discharge up to 12" discharge piping.

\$5,500.00 lump sum

5 each \$27,500.00 sub-total

25. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.

\$4,500.00 per day

5 days \$22,500.00 sub-total

26. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping.

\$6,500.00 lump sum

5 each \$32,500.00 sub-total

27. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping.

\$6,000.00 per day

5 days \$30,000.00 sub-total

Emergency Service Repairs: (add sub-totals for Work Task #1):

Work Task #1 Four hundred fifteen thousand, Four Dollars (\$) 415,475.00
hundred Seventy Five and 00/100

WORK TASK 2: EMERGENCY REPAIR OF 48-INCH PCCP RAW WATER MAIN

1. Large crew and equipment to remove and replace 48" prestressed concrete cylinder pipe ("PCCP") raw water main with new 48" ductile iron pipe ("DIP") water main. Include joints and fittings. ⁰⁰
\$23,000.00 L.F. 80 L.F. \$ 1,840,000.00 sub-total
2. Line Stop with 30" high-density polyethylene ("HDPE") by-pass ⁰⁰
\$500,000.00 each Two (2) each \$ 1,000,000.00 sub-total
\$6,500.00 L.F. of 30" One (1) L.F. \$ 6,500.00 sub-total
3. Point repair by installing PCCP temporary repair clamp (to be provided by Brunswick County) ⁰⁰
\$750,000.00 each One (1) each \$ 750,000.00 sub-total

Emergency Service Repairs of 48-Inch PCCP Raw Water Main: (add sub-totals for Work Task #2):

Work Task #2 Three million, Five hundred ninety six Dollars (\$) 3,596,500.00
thousand, Five hundred and 00/100

WORK TASK 3: WATER/SEWER SERVICES AND SEWER GRINDER STATION ON-CALL INSTALLATION

Water services:

1. Short side 1" water service and tap (includes connection to main, up to 50' of 1" copper tube size ("CTS") pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Short side is the same side of the roadway that the water main is on). *Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 3,910.00 lump sum

Five (5) each \$ 19,550.00 sub-total

2. Long side 1" water service and tap (includes connection to main, up to 60' of 1" CTS pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Long side is the other side of the roadway that the Water main is on). *Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 7,250.00 lump sum

Five (5) each \$ 36,250.00 sub-total

3. Extra L.F. price if short side 1" Water Service and Tap goes over 51'.

\$ 45.00 L.F.

100 L.F. \$ 4,500.00 sub-total

4. Extra L.F. price if Long side 1" Water Service and Tap goes over 6 1'.

\$ 20.00 L.F.

100 L.F. \$ 7,000.00 sub-total

Sewer services:

If Contractor supplies Grinder Pump Stations:

5. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, and up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 15,000.00 Each

Five (5) Each \$ 75,000.00 sub-total

6. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 16,000.00 Each

Five (5) Each \$ 80,000.00 sub-total

If Brunswick County supplies Grinder Pump Stations:

7. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with

electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 8,600.⁰⁰ Each

Five (5) Each \$ 43,000.⁰⁰ sub-total

8. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$ 8,700.⁰⁰ Each

Five (5) Each \$ 43,500.⁰⁰ sub-total

9. 4" Near-side Residential Gravity Service Tap (includes connection to gravity main or vacuum pit, "nearside" piping installed within R/W or easement by open trench methods and cleanout up to 5' excavation)

\$ 6,200.⁰⁰ Each

Five (5) Each \$ 31,000.⁰⁰ sub-total

10. Near-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot.

\$ 170.⁰⁰ /L.F.

Ten (10) L.F. \$ 1,700.⁰⁰ sub-total

11. Far-side Gravity Service Tap - 4" Far-side residential taps (includes connection to gravity main or vacuum pit, "farside" piping installed within R/W or easement by open trench methods and cleanout and asphalt repair to meet existing roadway up to 5' excavation)

\$ 12,000.⁰⁰ Each

Five (5) Each \$ 60,000.⁰⁰ sub-total

12. Far-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot.

\$ 600.⁰⁰ /L.F.

Ten (10) L.F. \$ 6,000.⁰⁰ sub-total

13. Sod

\$ 35.⁰⁰ /Sq. Yd.

100 Sq. Yd. \$ 3,500.⁰⁰ sub-total

14. Horizontal Directional Drill (C900 Pipe). All directional drilling shall be paid per linear foot as indicated on the bid form. The price per linear foot shall include all labor, material, site work, transitions, transition fittings, appurtenances, equipment, and piping as indicated from boring pit to recovery pit. Contractor shall field verify all directional drill lengths as required for complete installation. Pay item shall also include all clearing, all trenching and excavation work (including all rock excavation), disposal of excess materials, temporary shoring and bracing, dewatering, furnishing and installing all pipe, jointing materials, joint restraints, pipe embedment, final backfill, pipe collars, concrete anchors, thrust blocking, warning tape, and tracer wire. The price shall also include fittings as required to transition between different pipe materials and sizes as required for a complete installation of the main. Cost shall include all testing, chlorination and Bac-T samples. Measurement for pipe length shall be by horizontal distance along the centerline of the pipe. Pipe lengths for main lines will be measured without deduction for valves or fittings.

\$ 160.⁰⁰ /L.F. of 6" C900 Pipe

1000 L.F. \$ 160,000.⁰⁰ sub-total

\$ 175.⁰⁰ /L.F. of 8" C900 Pipe

1000 L.F. \$ 175,000.⁰⁰ sub-total

\$ 200.⁰⁰ /L.F. of 10" C900 Pipe

1000 L.F. \$ 200,000.⁰⁰ sub-total

\$ 220.⁰⁰ /L.F. of 12" C900 Pipe

1000 L.F. \$ 220,000.⁰⁰ sub-total

\$ 300.00 /L.F. of 16" C900 Pipe
 \$ 520.00 /L.F. of 24" C900 Pipe
 \$ 2,000.00 /EA of 6" GV
 \$ 3,200.00 /EA of 8" GV

 \$ 4,500.00 /EA of 12" GV
 \$ 10,000.00 /EA of 16" GV
 \$ 25,000.00 /EA of 24" GV
 \$ 6,500.00 /EA of 16" BV
 \$ 14,000.00 /EA of 24" BV
 \$ 13.00 /LBS D.I. MJ Fittings
 \$ 13,000.00 /Abandon Existing line LS

1000 L.F. \$ 300,000.00 sub-total
 1000 L.F. \$ 520,000.00 sub-total
 1 EA \$ 2,000.00 sub-total
 1 EA \$ 3,200.00 sub-total

 1 EA \$ 4,500.00 sub-total
 1 EA \$ 10,000.00 sub-total
 1 EA \$ 25,000.00 sub-total
 1 EA \$ 6,500.00 sub-total
 1 EA \$ 14,000.00 sub-total
 1,500LBS \$ 19,500.00 sub-total
 1 LS \$ 13,000.00 sub-total

On-Call Installation: (add sub-totals for Work Task #3):

Work Task #3 Two million, Eighty three thousand, seven hundred and 00/100 Dollars (\$) 2,083,700.00

The above unit prices shall include all costs to the Contractor including, without limitation, fuel, travel, transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc.

All Work covered in the Contract Documents:

Bidders shall write out the total amounts in both word format and number format.

Total Of All Work Tasks:

Six million, and ninety five thousand, six hundred seventy five and 00/100 Dollars (\$) 6,095,675.00

The parties agree to negotiate in good faith for any amounts that exceed those stated herein which are solely attributable to unanticipated conditions.

Each Bidder must show evidence that it is licensed as a contractor under Chapter 87 of the North Carolina General Statutes. The Bidder must have the following NC General Contractor's license to be qualified to perform the work associated with this bid:

Limitation: Unlimited

Classification(s): Unclassified

Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Brunswick County.

Contractors shall be responsible for providing the minimum required personnel and equipment at all times during project as indicated in each bid item. If the Contractor is unable to meet the minimum requirements, the bid item will not be paid at the approved rate. The rate may be paid at a proportional amount based on the percentage of equipment/personnel actually provided.

Brunswick County reserves the right to award the contract for each Work Task to one Bidder or multiple contracts to multiple Bidders based on the bid totals for each distinctive Work Task above (3 total).

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its **own workforce** may submit an Affidavit B to that effect in lieu of Affidavit A required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is **equal to or more than the goal** established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the goal, Affidavit D of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this day of April 16, 2020

State Utility Contractors, Inc.

(Name of Firm or Corporation Making Bid)

WITNESS:

By: Ronald L. Brown

Signature

Name: Ronald L. Brown

Print or Type

Title: President

(Owner/Co-Partner/President/Vice President/Manager)

Address: P.O. Box 5019

Monroe, NC 28111-5019

ATTEST:

By: R. Scott Little

R. Scott Little

Title: Asst. Secretary

(Corp. Sec. or Asst. Sec. only)

License No. 17793

Federal I.D. No. 56-1444827

(CORPORATE SEAL)



Addendum received and used in computing bid:

Addendum No. 1 ☒ Addendum No. 3 ☐ Addendum No. 5 ☐ Addendum No. 7 ☐

Addendum No. 2 ☐ Addendum No. 4 ☐ Addendum No. 6 ☐ Addendum No. 8 ☐

STATE UTILITY CONTRACTORS, INC.
UNANIMOUS WRITTEN CONSENT TO INFORMAL
ACTION OF THE BOARD OF DIRECTORS WITHOUT MEETING

The undersigned, being all of the members of the Board of Directors of State Utility Contractors, Inc., a North Carolina corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of Section 55-29 of the North Carolina General Statutes, do hereby waive any and all requirements for the holding of a meeting or meetings of the Board of Directors of the Corporation and do hereby take the following action and adopt the following preambles and resolutions by signing our written consent hereto:


WHEREAS, the Board of Directors of the Corporation deems it desirable and practical to conduct the day-to-day operations of the Corporation in an efficient manner and without an undue amount of meetings and consultation, and

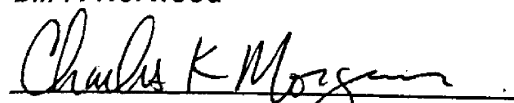
WHEREAS, the corporate charter and by-laws require the President and such other officers as are required or deemed appropriate to sign certain official documents on behalf of the Corporation.


NOW, THEREFORE, BE IT RESOLVED, that the President of the Corporation be and he is hereby authorized and directed to take such action and sign such documents as he deems appropriate and prudent to conduct the operations of the Corporation in an efficient manner. Such direction includes, but is not necessarily limited to, entering into and executing contracts; entering into and executing loans from banks or other financial institutions or individuals; overseeing investment of cash funds; buying and selling, leasing or renting equipment and supplies; entering into and executing contracts for insurance of any and all nature necessary; and entering into and executing such other contracts as may be appropriate to the efficient and prudent operations of the Corporation

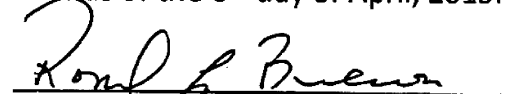
AND, we do hereby unanimously consent to all of the action described in the foregoing preambles and resolution and that said action and resolution shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation and that this document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation.

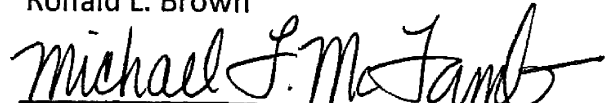
WITNESS, our hands and seals, this action to be effective as of the 6th day of April, 2015.


Bill F. Norwood


Charles K. Morgan


Steve H. Brown


Ronald L. Brown


Michael L. McLamb

License Year

2020

License No.

17793

North Carolina

Licensing Board for General Contractors

This is to Certify That:
State Utility Contractors, Inc.
Monroe, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2020

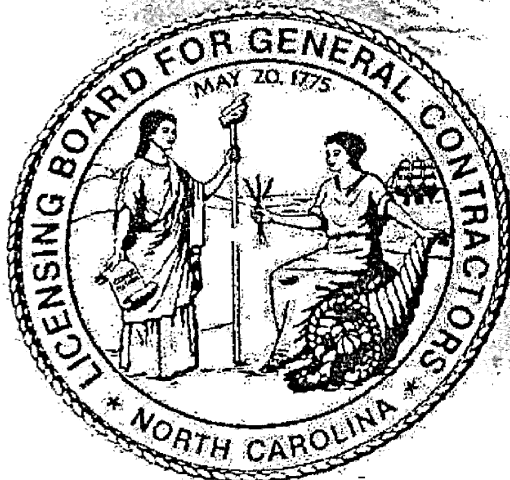
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



Chairman

Secretary-Treasurer

FORM OF BID BOND

BIDDER (Name and Address):

State Utility Contractors, Inc.

4417 Old Charlotte Hwy.

Monroe, NC 28110

SURETY (Name and Address of Principal Place of Business):

Hartford Accident and Indemnity Company

Bond Claim Dept., One Hartford Plaza, T-4

Hartford, CT 06155-0001

Owner:

Brunswick County

P. O. Box 249

Bolivia, NC 28422

BID

BID DUE DATE: April 16, 2020

PROJECT (Brief Description Including Location):

Disaster Response Emergency/On-Call Construction Services

BOND

BOND NUMBER: Bid Bond

DATE: (Not Later than Bid Due Date): April 16, 2020

PENAL SUM: Five Percent of Amount Bid --- (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms of the Contract Documents, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten (10) days after the award of same to the Bidder, then this obligation shall be null and void; but if the Bidder fails to so execute such Contract and give performance bond as required by NCGS 143-129.1, the Surety shall, upon demand, forthwith pay to the Owner the penal sum amount set forth above. Provided further, that the bid may be withdrawn as provided by NCGS 143-129.1

BIDDER

State Utility Contractors, Inc.

Bidder's Name and Corporate Seal

By:

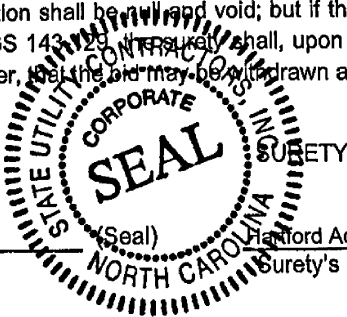
Ronald L. Brown

Signature and Title Ronald L. Brown
President

Attest:

R. Scott Little

Signature and Title R. Scott Little
Asst. Secretary



SURETY

Hartford Accident and Indemnity Company

Surety's Name and Corporate Seal

By:

Debra S. Ritter

Signature and Title Debra S. Ritter, Attorney-in-Fact
(Attach Power of Attorney)

Attest:

Sam Ritter

Signature and Title Sam Ritter, Witness

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 22-271157

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |


having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Margaret Clark, H. Thomas Dawkins, Raymond J. Garruto, Brad W. Gibson, Carole Holland, Wendy E. Lahm, Martin Pallazza, Debra S. Ritter, Linda Shaw, Jenny Snell, Robert C. Tresher, Angela M. Yount of CHARLOTTE, North Carolina

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.




John Gray, Assistant Secretary

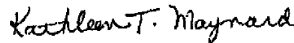

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.




CERTIFICATE


Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 16, 2020.
Signed and sealed at the City of Hartford.




Kevin Heckman, Assistant Vice President

Brunswick County AFFIDAVIT A - Listing of Good Faith Efforts

Affidavit of State Utility Contractors, Inc. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

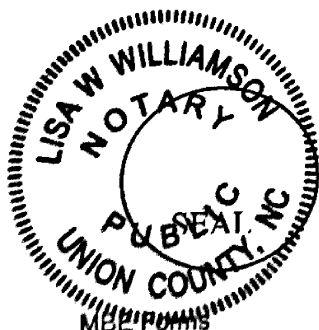
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 - (10 pts) Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.
- ☒ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.
- ☒ 5 - (10 pts) Attended pre-bid meetings scheduled by the owner.
- ☐ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- ☒ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.
- ☐ 11 - (20 pts) A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are Brunswick County based.

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 4-16-2020 Name of Authorized Officer: Ronald L. Brown
 Signature: *Ronald L. Brown*
 Title: President



State of NC, County of Union
 Subscribed and sworn to before me this 16th day of April 2020
 Notary Public *Lisa W. Williamson*
 My commission expires 9-5-2021

Request Info	
Type	Budget Amendment
Description	On-Call Services State Utility Water
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award of construction contract to State Utility Contractors for on-call construction services in the event of an emergency.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropri	125000	Increase	Credit
617110	439905	Water - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000

Request Info	
Type	Budget Amendment
Description	On-Call Services State Utility Wastewater
Justification	Board Meeting 05/04/2020-Appropriate \$125,000 of expendable net assets for the award of construction contract to State Utility Contractors for on-call construction services in the event of an emergency.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropri	125000	Increase	Credit
627210	439905	Wastewater - Administration	Contract Services Restricted	125000	Increase	Debit

Total	
Grand Total:	250000