

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance  
Department contract file name (use effective date): A. M. Myles Construction\_1910\_20240701  
Project Code: Click here to enter text.  
Contract type: Contract  
Contracted Services/Goods: Renovations for Board of Elections  
Contract Component: Master  
Change Order Number/Addendum Number:  
Vendor Name: A. M. Myles Construction  
Effective Date: 07/01/2024  
Approved by: County Manager  
Date approved by the BOC: 06/17/2024  
Ending Date: Click here to enter a date.  
Total Amount: \$499,000.00

Please Return Contract to:  
Name: Brian Stevens  
Email:  
brian.stevens@chathamcountync.gov  
Special Instructions for Clerks Office:

2. Department Head or his/her designee has read the contract in its entirety.  
By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract   
County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No   
If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk’s Office Only**

Finance Officer has signed the contract  
 The Finance Officer is not required to sign the contract

**NORTH CAROLINA**  
**CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 17<sup>th</sup> day of June, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and **A. M. Myles, Inc.** (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on June 18, 2024 and end on March 28, 2025, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of **\$499,000.00** payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix B for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina  
919.542.8200

A. M. Myles, Inc.  
Attn: Andy Myles  
160 Cow Path Crossing  
Siler City, NC 27344  
Phone: 919-721-0930  
Email: amyles2120@gmail.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

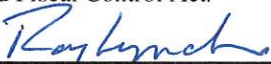
- iii. Failure to maintain the insurance required by this Agreement.
  - iv. Charging rates or fees in excess of those permitted under this Agreement.
  - v. Inefficient, or unsafe practices in providing Services.
  - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

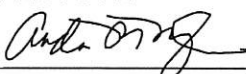
**CHATHAM COUNTY**

By:   
 Dan LaMontagne, County Manager

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

  
 Roy Lynch, Finance Director

**CONTRACTOR**

By:   
 Name: Andrew Myles  
 Title: President

**APPENDIX 1**

**SCOPE OF WORK: Board of Elections renovations at the Performance Building in Pittsboro, NC.**

**PROJECT NAME: BOE Renovations**

**SCOPE OF SERVICES: Per attached bid documents**

**TOTAL COMPENSATION: - \$499,000.00 (includes reimbursables)**

**COMPLETION DATE: March 28, 2025**

**APPENDIX B**

**INSURANCE REQUIREMENTS**

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General /Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage  
\$1,000,000 errors and omissions and  
negligent performance

**The amounts above are not fixed. The Safety and Risk Manager will review Certificates of Insurance against the Scope of Work.**



**Request for Bids:  
Chatham County – Performance Building/BOE  
Renovation  
BID FORM**

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM 1 DATED 1/18/24  
ADDENDUM 1 DATED 10/27/23

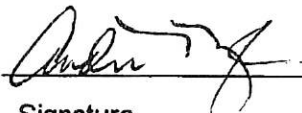
BIDDER agrees to perform all the work described in the BID DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

Item	Description	Unit	Total
1	Renovation	LS	\$ 487,290 <sup>00</sup>
2	Misc. Plumbing Allowance (Lump Sum)	LS	\$ 5,000.00
3	Misc. Electrical Allowance (Lump Sum)	LS	\$ 2,500.00
4	Misc. Door Hardware Allowance	LS	\$ 2,500.00
5	Sales Tax		\$ 1,710.00
6	Other Fees		\$ 0
7	Project Total		\$ 499,000 <sup>00</sup>

Respectfully submitted:

  
Signature

160 COW PATH CROSSING Siler City NC  
Address 27344

PRESIDENT  
Title

2/6/24  
Date

87060  
Contractor's GC License number

SEAL - (if BID is by a corporation)



State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of CHATHAM

(Name of Bidder)

Affidavit of A.M. MYLES, INC

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

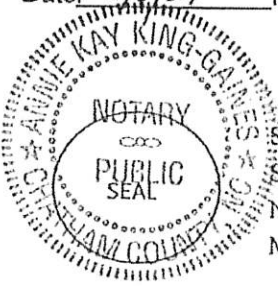
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 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 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 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 and included in the bid documents that provide assistance in recruitment of minority businesses.
5 - (10 pts) Attended prebid meetings scheduled by the public 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.

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 GS143-128.2(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: 2/6/24 Name of Authorized Officer: ANDREW M. MYLES
Signature: [Handwritten Signature]
Title: PRESIDENT



State of NC, County of Chatham
Subscribed and sworn to before me this 6th day of February 20 24
Notary Public Annie Kay King-Gaines
My commission expires 02/09/2027



# Identification of HUB Certified/ Minority Business Participation

I, A.M. MYLES, INC.  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #                      Work Type                      \*Minority Category                      \*\*HUB Certified (Y/N)

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
<u>THE ORIGINAL BLINDMAN</u> <u>HARRISBURG NC 704-454-7040</u>	<u>WINDOW BLENDS</u>	<u>WBE</u>	<u>Y</u>
<u>ADA SIGNS INC</u> <u>YADKOVILLE NC 336-679-3344</u>	<u>SIGNAGE</u>	<u>WBE</u>	<u>N</u>

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (F) Socially and Economically Disadvantaged (D)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 4,623.00

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.**

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

*N/A*

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

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

## Brian Stevens

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**From:** Michele Peluso  
**Sent:** Thursday, February 15, 2024 2:41 PM  
**To:** Brian Stevens  
**Subject:** FW: Request for Clarification - BOE Renovation  
**Attachments:** Re: Request for Clarification - BOE Renovation; RE: Request for Clarification - BOE Renovation

Brian,

I have received tax clarifications from each bidder. A.M. Myles' overall total has not changed, but his lump sum and tax amount has changed. This could be viewed as changing his bid, so I've requested legal guidance to avoid any complications.

Thank you,

**Michele L. Peluso**  
Procurement Manager  
Chatham County Finance  
Ph: 919-545-8364

*In keeping with the NC Public Records Law, E-mails, including attachments, may be released to others upon request for inspection and copying.*

**From:** Andrew Myles <amyles2120@gmail.com>  
**Sent:** Wednesday, February 14, 2024 4:56 PM  
**To:** Purchasing <purchasing@chathamcountync.gov>  
**Subject:** Re: Request for Clarification - BOE Renovation

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**Message originated from outside the Chatham County email system. Do not click links or open attachments unless you recognize the sender and know the content.**

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Michele,

I have reached out to my subcontractors to obtain the sales tax amount included in their bids. Below is the breakdown of our bid of \$499,000.00.

Material, Labor, Subcontracts, and Equipment - \$479,183.00  
Plumbing Allowance - \$5,000.00  
Electrical Allowance - \$2,500.00  
Door Hardware Allowance - \$2,500.00  
Sales Tax - \$9,817.00 \*  
Total Bid - \$499,000.00

\*Note: The sales tax amount will be determined by the actual sales tax report submitted with each pay application. The total sales tax may vary from what is listed above as this is an estimate and will need to be verified at the end of the project through actual sales tax paid.

On Tue, Feb 13, 2024 at 10:09 AM Purchasing <purchasing@chathamcountync.gov> wrote:

Good morning,

During our bid review, we have discovered a significant tax difference among the bids. Will you please provide an itemized list of charges that match your submitted project total noting taxable items and the tax rate used by tomorrow, 2/14, at 5 PM?

Thank you,

**Michele L. Peluso**

Procurement Manager

Chatham County Finance

12 East Street / P.O. Box 608

Pittsboro, NC 27312

Ph: 919-545-8364

Fx: 919-542-4261

*In keeping with the NC Public Records Law, E-mails, including attachments, may be released to others upon request for inspection and copying.*

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Andrew Myles  
A. M. Myles, Inc.  
919-721-0930