

INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: Baker Roofing CompanyVENDOR # 1000004769

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR):

Dylan Bakerdbaker@bakerroofing.com

Print Name

E-Mail Address

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☐ Goods ☐ Consulting ☐ Construction ☒ Lease ☐ Other ☐SCOPE OF WORK: Replacement of the main roof and HVAC unit at the Criminal Justice Rehabilitation Center (CJRC)CONTRACT AMT: \$483,141.00CONTRACT TERM: May 15, 2018 – December 31, 2018RFP/IFB/RFP#: IFB No.18-018

| ITEM LINE# | FUND | COST CENTER | G/L ACCOUNT | WBS ELEMENT (Grants/Projects Only) | GRANT NUMBER | TOTAL | Increase (I) or Decrease (D) | ADDITIONAL INFO |
|------------|------------|-----------------------|-------------|------------------------------------|--------------|--------------|------------------------------|-----------------|
| 1 | 4004300000 | 4190425018 | 5200160100 | 4190420030076402 | | \$164,726.00 | I/D | HVAC-CIP |
| 2 | 4004300000 | 4190425018 | 5200160100 | 4190420030073301 | | \$318,415.00 | | Roofing-CIP |
| | | 4190420000 | | | | | | |

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☒

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ☐ NO ☒ Date of BOCC Approval: _____

REQUISITIONER

Printed Name/Title: Joel T. Jones, OC & Contract Specialist Date: 5/9/2018E-Mail Address: jtjones@dconc.gov

DEPARTMENT HEAD OR DESIGNEE (Individual E-Signing Contract)

Motiryo Keambiroiro Date: 5/9/18
Docusign E-SignaturePrinted Name/Title: Motiryo Keambiroiro, Director of General ServicesE-Mail Address: mkeambiroiro@dconc.gov Date: _____

COUNTY ATTORNEY

Reviewing Attorney: See email Dated 5/9/18 Date: _____

PURCHASING MANAGER

[Signature] Date: 5/30/18
Docusign E-Signature

CHIEF FINANCIAL OFFICER

[Signature] Date: 5/31/18
Docusign E-Signature

COUNTY MANAGER

[Signature] Date: June 4 2018
Docusign E-Signature

CLERK TO THE BOARD

Docusign E-Signature Date: _____

Additional Comments/Instructions by Department:

FUNDS RESERVATION# 18-1111

Purchasing Comments: comp
 Delay proceeding due to account assignment issue -
 Resolved 5/24/18

1. E-Verify- Contractor agrees to comply with the requirements N.C.G.S. §65-25 et. seq. and further agrees to require its subcontractors to comply as applicable.



COUNTY OF DURHAM

Purchasing Division of the Finance Department
200 East Main Street 4th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 1800001111

General Data

| | | | |
|--------------|------|---------------|------------|
| Company code | DCNC | Document date | 05/21/2018 |
| | | Posting date | 05/21/2018 |

More Data

Text CONSTRUCTION CONTRACT 05/15/18-12/31/18 IFB 18-018

Overall Amount 483,141.00 USD

Document item 001

Text REPLACEMENT OF HVAC-CIP @ CJRC

| | | | |
|------------------|--------------|------------------|------------------|
| Fund | 4004300000 | Funds center | 4190420000 |
| Cost Center | 4190420000 | G/L account | 5200160100 |
| Vendor | 1000004769 | Vendor Name | BAKER ROOFING |
| Ordering Address | | Ordering Address | |
| Grant | NOT_RELEVANT | WBS Element | 4190420030076402 |

Amount 164,726.00 USD

Open amount 164,726.00 USD

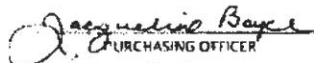

Document item 002

Text REPLACEMENT OF ROOFING-CIP @ CJRC

| | | | |
|------------------|--------------|------------------|------------------|
| Fund | 4004300000 | Funds center | 4190420000 |
| Cost Center | 4190420000 | G/L account | 5200160100 |
| Vendor | 1000004769 | Vendor Name | BAKER ROOFING |
| Ordering Address | | Ordering Address | |
| Grant | NOT_RELEVANT | WBS Element | 4190420030073301 |

Amount 318,415.00 USD

Open amount 318,415.00 USD


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER

**NORTH CAROLINA
DURHAM COUNTY**

**CONTRACT for CONSTRUCTION
BAKER ROOFING COMPANY**

This Contract for Construction is made, and entered into this the 12th day of April, 2018, by and between the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina, (hereinafter "**OWNER**"), and **BAKER ROOFING COMPANY**, EID# 56-0130810 (hereinafter "**CONTRACTOR**"), whose principal place of business is: Raleigh, North Carolina

The Project
Name and Location: REPLACEMENT OF MAIN ROOF AND HVAC UNIT AT THE CRIMINAL
JUSTICE RESOURCE CENTER
517 MERCURY STREET
RALEIGH, NORTH CAROLINA 27603

The Designer is: REI ENGINEERS
9121 ANSON WAY, SUITE 100
RALEIGH, NORTH CAROLINA 27615

1. **CONTRACT DOCUMENTS.** The "Contract Documents" consist of this Contract for Construction, General Conditions, Bid Proposal Package No. IFB 18-018 entitled REPLACEMENT OF MAIN ROOF AND HVAC UNIT AT THE CRIMINAL JUSTICE RESOURCE CENTER, CONTRACTOR Bid Proposal dated 25 January, 2018, Addenda issued prior to execution of this Agreement and listed below, and any Modifications executed by the parties after execution of this Contract. The Contract Documents form the Contract and are fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR hereto and supersedes any and all prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents and other than Modifications, appears in Article 15, herein.

OWNER and CONTRACTOR agree that should the CONTRACTOR utilize the services of a subcontractor for any Work under this Contract, the subcontractor shall be required to comply with all terms and conditions of this Contract and any and all Contract Documents entered into between the OWNER and CONTRACTOR and any of its CONTRACTORS or subcontractors shall so require of their subcontractors.

2. **WORK.** CONTRACTOR shall execute all of the Work described collectively in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
3. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

3.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The CONTRACTOR shall notify the OWNER in writing not less than five days before commencing the Work.

3.2 The CONTRACTOR shall achieve Substantial Completion of the entire Work no later than the time established in the Contract Documents; subject to adjustments of the Contract Time as provided in the Contract Documents. In view of the difficulty of estimating damages to the OWNER by reason of the failure of the CONTRACTOR to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended, as provided for, proposed, OWNER shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to CONTRACTOR the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar

day that the work may be incomplete beyond the time limit fixed for its completion, or as same may have been extended, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the OWNER will suffer by reason of such default. The above sum shall be held to include the additional expense to the OWNER for loss of interest or investment, for the employment of architects, engineers, inspectors, and other employees, together with their expenses, and all other damages to the OWNER by reason of such delay.

4. CONTRACT SUM AND PAYMENT

4.1 CONTRACTOR shall receive from OWNER a sum not to exceed FOUR HUNDRED EIGHTY THREE THOUSAND, ONE HUNDRED FORTY ONE Dollars (\$483,141.00), as full compensation for the provision of construction services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. OWNER agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Unless otherwise specified, CONTRACTOR shall submit an Application for Payment in the manner described in Article 9, of the General Conditions. Payment will be processed promptly upon receipt and approval of the Application by OWNER.

4.2 The Contract Sum is based upon the following allowances which are included in the base bid price and are hereby accepted by the OWNER:

ALLOWANCES:

- | | |
|------------------|---|
| Allowance No. 1. | Repair 300 square feet of existing coal tar pitch membrane to a watertight condition: \$3,000.00 |
| Allowance No. 2. | Provide two cubic feet of concrete deck repair: \$1,500.00 |
| Allowance No. 3. | Prepare 30 square feet of metal and provide rust converter, primer and paint for roof mounted equipment and exposed steel: \$225.00 |

4.3 Unit prices, if any, are as follows:

- | | |
|---|-------------|
| UP-1 Repair damaged, deteriorated and missing coal tar pitch roof membrane.... | \$10.00 /SF |
| UP-2 Install concrete deck repair | \$750.00/CF |
| UP-3 Prepare metal and provide rust converter, primer and paint for roof mounted equipment and exposed steel..... | \$7.50 /SF |

5. PROGRESS PAYMENTS. Based upon Applications for Payment submitted to the Designer by the CONTRACTOR and Certificates for Payment issued by the Designer, the OWNER shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in section 9.3 of the General Conditions.
6. FINAL PAYMENT. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the OWNER to the CONTRACTOR when (1) the Contract has been fully performed by the CONTRACTOR and all requirements imposed by Paragraphs 9.3 and 9.11 of the General Conditions have been satisfied except for those requirements set forth in Paragraphs 11.2 and 11.3 of the General Conditions and any other requirements which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Designer; such final payment shall be made by the OWNER not more than 30 days after the issuance of the Designer's final Certificate for Payment.
7. INDEMNIFICATION. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the OWNER and its officials, agents, and employees from and against all

claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or CONTRACTORS under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

FOR: COUNTY OF DURHAM
GENERAL SERVICES
310 SOUTH DILLARD STREET
DURHAM, NORTH CAROLINA, 27701

FOR: BAKER ROOFING COMPANY
ATTN: DYLAN BAKER
517 MERCURY STREET
RALEIGH, NORTH CAROLINA 27603

9. NON-DISCRIMINATION. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by OWNER, and CONTRACTOR may be declared ineligible for further OWNER contracts.
10. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.
11. TERMINATION OR SUSPENSION. This Contract may be terminated by the OWNER or the CONTRACTOR as provided in Article 13 of the General Conditions. The Work may be suspended by the OWNER as provided in Paragraph 13.3 of the General Conditions.
12. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the

CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR'S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

12.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Products-completed operations coverage shall be provided for a minimum of six (6) years following the completion of the project.

12.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$2,000,000** per accident for bodily injury and property damage.

12.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

12.4 Builder's Risk: Shall be a limit equal to the completed value of the project and no coinsurance penalty provisions utilizing an "All Risk" (Special Perils) coverage form.

12.5 Professional Liability (Errors & Omissions): Shall be a limit of not less than **\$5,000,000** per occurrence or claim, and **\$5,000,000** aggregate with an extended reporting period of not less than six (6) years following the completion of the project.

12.6 Contractor's Pollution Legal Liability: Shall be a limit of no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** aggregate.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

13. PERFORMANCE BOND AND PAYMENT BOND. The CONTRACTOR shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

14. ENUMERATION OF CONTRACT DOCUMENTS

14.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- 1) This executed Contract for Construction between OWNER and CONTRACTOR.
- 2) The General Conditions of the Contract for Construction. Where reference is made in this Contract to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 3) The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 28, 2018, and are as follows:

| Document | Title | Pages |
|--------------|---|-------|
| Chapter 0004 | General Conditions of the Contract for Construction | 16-52 |
| Chapter 0005 | Special Conditions | 53-57 |

- 4) The Specifications are those contained in the Project Manual dated as in Paragraph 14.1(.3) above, and are as follows:

| Section | Title | Pages |
|--|-------|-------------|
| DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS | | 00 01 07 |
| DIVISION 01 GENERAL REQUIREMENTS | | 01 11 00 |
| DIVISION 03 CONCRETE | | 03 52 16.13 |
| DIVISION 06 WOOD, PLASTIC, AND COMPOSITES | | 06 10 00 |
| DIVISION 07 THERMAL AND MOISTURE PROTECTION | | 07 01 50 |
| DIVISION 23 HEATING VENTILATION AND AIR CONDITIONING | | 23 01 00 |
| DIVISION 26 ELECTRICAL | | 26 01 00 |

- 5) The Drawings are as follows, and are dated October 20, 2017, unless a different date is shown below:

Number C1 Title Sheet, Appendix B Building Code Summary and Vicinity Map
 R1 Roof Plan and Gas lines and Equipment Supports
 D1 Roof Details
 ME1 Mechanical Plans
 ME2 Mechanical Plans

- 6) The Addenda, if any, are as follows:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

| | | | |
|--------------------|--------------|--------------------|--------------|
| Addendum No. _____ | Dated: _____ | Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ | Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ | Addendum No. _____ | Dated: _____ |

7) Other documents, if any, forming part of the Contract Documents are as follows:

Invitation to Bid.

Instruction to Bidders

15. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by OWNER and CONTRACTOR may be declared ineligible for further OWNER contracts.
16. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.
17. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the OWNER utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the OWNER.
18. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The Contractor will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to

those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

19. **IRAN DIVESTMENT ACT CERTIFICATION.** (Applicable only to contracts/agreements valued at **\$1,000.00 or more**). CONTRACTOR by signing/executing this contract certifies that as of the date of this contract CONTRACTOR is not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. CONTRACTOR shall not utilize in the performance of this contract any subcontractor that is identified on the Final Divestment List.
20. **DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the OWNER and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this

provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

21. NON-ASSIGNMENT. This Contract is not assignable by either party, by operation of law or otherwise.
22. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
23. MODIFICATION. This Contract may be modified only by a written agreement executed by both parties hereto.
24. ENTIRE AGREEMENT. This Contract and the Contract Documents described herein sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between the parties.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the CONTRACTOR, one to the Designer for use in the administration of the Contract, and the remainder to the OWNER.

OWNER: COUNTY OF DURHAM

By [Signature]
Wendell Davis, County Manager

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

[Signature]
Susan Tezai, Durham County Chief Financial Officer

BAKER ROOFING COMPANY

By: [Signature]
Print Name/Title: Dylan Baker / EVP

ATTEST: Secretary

[Signature]
Melinda B. Cates

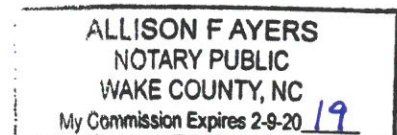


STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public in and for the aforesaid County and State, do hereby certify that Dylan Baker personally appeared before me this day and acknowledged that he is VP of Baker Roofing, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VP, sealed with its corporate seal and attested by Melinda Cates as its Corporate Secretary.

Witness my hand and notarial seal this 7 day of May, 2018.

[Signature] (SEAL)
Notary Public
My commission expires: 02-09-2019



copy

BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO THE COUNTY OF DURHAM

REPLACEMENT OF MAIN ROOF AND HVAC UNIT AT THE CRIMINAL JUSTICE RESOURCE CENTER

DURHAM, NORTH CAROLINA
IFB No. 18-018

BID FROM: Baker Roofing Company

517 Mercury Street

Raleigh, NC 27603

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
 - b) The Owner has the right to reject this bid;
 - c) Accompanying this proposal is a certified check (or bid bond) for \$ 5⁰⁰, which represents not less than five (5) percent of the aggregate amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100 percent (100%) of the contract within fifteen (15) days after Notice of Award;
 - d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
 - e) BIDDER has examined copies of all the Bidding Documents.
 - f) BIDDER has visited the site and become familiar with the general and local site conditions;
 - g) BIDDER is familiar with federal, state, and local laws and regulations;
 - h) **BIDDER certifies that no federal excise or state sales taxes have been included in this bid;**
 - i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;

- j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the County of Durham will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;
- k) BIDDER acknowledges receipt of the following **Addenda**, which have been considered in the preparation of this Bid:

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Dated in Raleigh, NC this 25th day of January, 2018.

3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

SINGLE PRIME CONTRACT:

Base Bid Lump-Sum Price

\$ 483,141.00

Four Hundred Eighty Three Thousand One Hundred Forty One Dollars
In words

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.

UNIT PRICE

| | | |
|-------|--|----------------------|
| UP-1. | Repair damaged, deteriorated and missing coal tar pitch roof membrane. | \$ <u>10.00</u> /SF |
| UP-2. | Install concrete deck repair. | \$ <u>750.00</u> /CF |
| UP-3. | Prepare metal and provide rust converter, primer and paint for roof-mounted equipment and exposed steel. | \$ <u>7.50</u> /SF |

Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 of the Project Manual.

ALLOWANCES

| | | |
|------------------|--|--------------------|
| Allowance No. 1. | Repair 300 square feet of existing coal tar pitch membrane to a watertight condition. | \$ <u>3,000.00</u> |
| Allowance No. 2. | Provide two cubic feet of concrete deck repair. | \$ <u>1,500.00</u> |
| Allowance No. 3. | Prepare 30 square feet of metal and provide rust converter, primer and paint for roof-mounted equipment and exposed steel. | \$ <u>225.00</u> |

Pursuant to N.C.G.S. 143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

- | | | | |
|-----|--|------------------|----------------------|
| (1) | Heating, ventilating, and air conditioning; | <u>Schneider</u> | Lic. # <u>30354</u> |
| (2) | Plumbing | _____ | Lic. # _____ |
| (3) | Electrical | <u>Schneider</u> | Lic. # <u>24384U</u> |
| (4) | General | _____ | Lic. # _____ |
| | | _____ | Lic. # _____ |

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of Bid Bond
_____:
6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$ 500.00 per calendar day for Final Completion.
7. **Bidder has completed and enclosed the documents as required in Item 20 of the Instructions to Bidders.**

SUBMITTED ON Janaury 25, 20 18.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number 5812

If an Individual: _____

as: _____

If a Partnership: _____

by: _____, partner

If a Corporation: _____

(a _____ North Carolina _____ Corporation)

by: [Signature] Attested By: Melinda Bales (SEAL &

Title: Vice President Title: Corporation Secretary ATTEST)

Business Address of Bidder: 517 Mercury Street

Raleigh, NC 27603



If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number 5812

If an Individual: _____

Doing business as: _____

If a Partnership: _____

by: _____

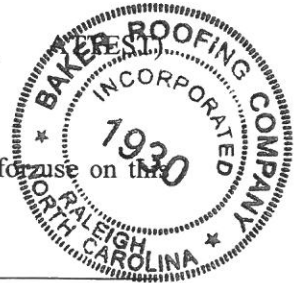
Title: _____

If a Corporation: _____

(a _____ North Carolina _____ Corporation)

by: [Signature] Attested By: Melinda Bales (SEAL &

Title: Vice President Title: Corporation Secretary



We have the following necessary and suitable equipment in good condition and ready for use on this work.

NON-COLLUSION AFFIDAVIT

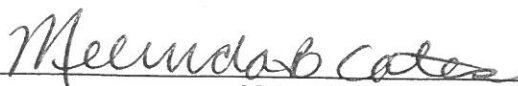
STATE OF NORTH CAROLINA
COUNTY OF DURHAM

Dylan Baker, being first duly sworn,
deposes and says that:

1. He/She is the Vice President of Baker Roofing Company, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 / V8
TITLE

Subscribed and sworn before me,
this 25 day of JAN., 20 18.


Notary Public

My Commission Expires 3/23/20





Vendor Application

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE

(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: BAKER ROOFING COMPANY

Do you require a 1099? Yes ☐ No ☒

2. Mailing address for payments:

P.O. Box 26057

Raleigh, NC 27611

3. Mailing address for purchase orders, proposals and bids:

517 Mercury Street

Raleigh, NC 27603

4. Contact Person Will Diachenko Phone #: 919-828-2975

Email: Wdiachenko@bakerroofing.com Fax #: 919-828-9352

5. In what City and State is your firm licensed? Raleigh, NC

If licensed in NC, indicate County (for tax purposes) Wake

6. Indicate your firm's organizational type:

Individual ☐ Partnership ☐ Corporation ☒ Governmental Agency ☐ Other ☐

7. Is your firm a large business? Yes ☒ No ☐

8. Is your firm a small business? Yes ☐ No ☒

9. Is your firm 51 percent or more owned and operated by a woman? Yes ☐ No ☒

If yes, with what governmental agencies are you certified? _____

10. Is your firm 51 percent or more owned and operated by a minority? Yes ☐ No ☒

If yes, with what governmental agencies are you certified? _____

Identify appropriate minority group:

Black American ☐ Native American ☐ Hispanic ☐ Asian/Pacific ☐ Asian Indian ☐

11. Is your firm incorporated? Yes ☒ No ☐

12. Is your firm a not-for-profit concern? Yes ☐ No ☒

13. Is your firm a handicapped business concern? Yes ☐ No ☒

14. Give a brief description of goods or services your firm provides:

Roofing

Signature: Bruce Harrington

Title: Vice President

Print name: Bruce Harrington

Date: 1/25/18

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051.

Return to: County of Durham Purchasing Division or Fax to: 919-560-0057

200 E Main St., 4th Floor
Durham, NC 27701

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Baker Roofing Company | |
| 2 Business name/disregarded entity name, if different from above Baker Roofing Company | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 517 Mercury Street | Requester's name and address (optional) |
| 6 City, state, and ZIP code Raleigh, NC 27603 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|-------|
| Social security number | | | | | | | | |
| | | | - | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 5 | 6 | | - | 0 | 1 | 3 | 0 | 8 1 0 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|-----------|--|-------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Daniel F. Seikel</i> | Date ▶ January 25, 2018 |
|-----------|--|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual | Individual/sole proprietor or single-member LLC |
| • Sole proprietorship, or | |
| • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | |
| • LLC treated as a partnership for U.S. federal tax purposes, | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or | |
| • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Baker Roofing Company

as Principal and Arch Insurance Company as Surety, who is duly licensed to act as Surety in North Carolina are held and firmly bound unto the County of Durham, North Carolina as Oblige, in the penal sum of Five Percent of Amount Bid (5%) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

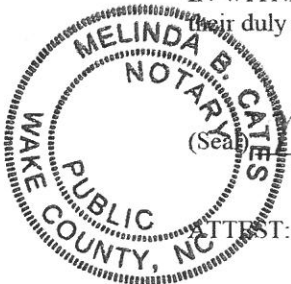
SIGNED, sealed and dated this 25 day of January, 20 18.

WHEREAS, the said Principal is herewith submitting proposal for Replacement of Main Roof and HVAC Unit at the Criminal Justice Resource Center

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the Principal shall be awarded the Contract for which the Bid is submitted and shall, within 10 days after award of same is made to the Principal; execute and deliver to the Oblige the Contract and Contract Bond in the form, amount and with Surety as required and approved by the Oblige, then this obligation shall be null and void, otherwise to remain in full force and effect; and if the Principal fails or refuses to so execute and deliver said contract or furnish the said contract performance bond as required by G.S. 143-129, as amended, the Surety shall, upon demand, forthwith pay to the Oblige the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Oblige an amount equal to the amount of the Bid Bond as set forth in the first paragraph hereof.

IN WITNESS WHEREOF, the undersigned Principal and Surety have caused this bond to be sealed and executed by their duly authorized officers this the 25 day of January, 20 18



(Seal)

WITNESS:

(Seal)

WITNESS

Baker Roofing Company

[Signature]

Principal (Owner-Partnership)

Arch Insurance Company

[Signature]

Heather Burroughs (Attorney-In-Fact)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Adam Pfanmiller, Bobbi D. Pendleton, Christopher A. Lydick, Heather Burroughs, Jason Lee Sayers, Julia C. McElligott, Kenneth J. Peoples, Neil B. Biller and Phoebe C. Honeycutt of Durham, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes

I, Dylan Baker (hereinafter the "Affiant"), being duly authorized by and on behalf of
Baker Roofing Company (hereinafter "Contractor") after first being duly sworn hereby swears or
affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (Mark Yes or No)
 - a. YES x
 - b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 25 day of January, 2018.

[Signature]
Signature of Affiant

Print or Type Name: Dylan Baker

State of North Carolina

County of County

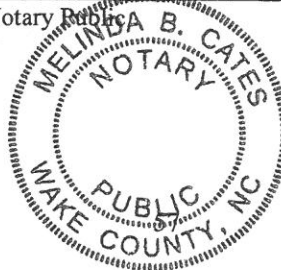
Signed and sworn to (or affirmed) before me, this the 25

day of Janaury, 2018.

My Commission Expires:

3/23/20

[Signature]
Notary Public



(Affix Official/Notarial Seal)

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of Baker Roofing Company

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1-Contacted minority businesses that reasonably could have 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-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-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4-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 business.
- ☒ 5-Attended prebid meetings scheduled by the public owner.
- ☐ 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7-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-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-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-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. 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: January 25, 2018 Name of Authorized Officer Dylan Baker

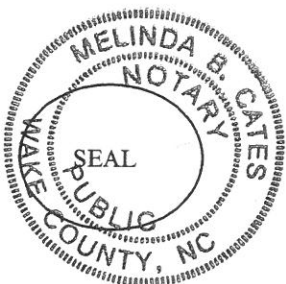
Signature: 

Title: Vice President

State of North Carolina, County of Wake

Subscribed and sworn to before me this 25 day of January 20 18

Notary Public Melinda B. Cates
My commission expires 3/23/20



ATTACH TO BID - IF YOU MEET THE M/WBE GOAL
State of North Carolina AFFIDAVIT C- Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

| Categories | Construction | Architect/ Engineer | Services | Goods | MWBE Availability % (Median Availability) |
|-----------------------------------|--------------|------------------------|----------|-------|---|
| Black American | 14.6 | 9.8 | 10.9 | 2.8 | 10.4% |
| Asian American | 1.3 | 3.0 | 1.1 | .43 | 1.3% |
| Hispanic American | 4.2 | 1.8 | 1.1 | .43 | 1.5% |
| American Indian | .65 | .75 | 1.0 | .5 | .70% |
| White Female | 13.8 | 11.0 | 9.5 | 7.1 | 10.3% |
| Overall MWBE Participation Goal = | | | | | 25.0% |

Affidavit of Baker Roofing Company I do hereby certify that on the
(Name of Bidder)
Criminal Justice Resource Center

(Project Name)
Project ID No. 18-018 Amount of Bid \$ 0.00

I will expend a minimum of 0 % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

| Name and Phone Number | *Minority Category | Work Description | Dollar Value | Percentage of Goal |
|-----------------------|-----------------------|------------------|--------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

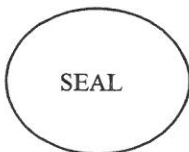
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: 1/25/18 Name of Authorized Officer: W. Prentiss Baker, III

Signature: [Signature]

Title: Chairman



State of North Carolina, County of Wake
Subscribed and sworn to before me this 25 day of January 20 18
Notary Public Ginger L. Sorenson
My commission expires 4/16/19

Ginger L. Sorenson
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 04/16/19