

CITY OF WILMINGTON, NC

BID INVITATION

BIDS ARE DUE:

FRIDAY OCTOBER 23, 2020 AT 3:00 PM

BID NAME:

CITY HALL INTERIOR REPAIRS DUE TO HURRICANE FLORENCE

MANDATORY

PRE-BID MEETING:

**MANDATORY PRE-BID MEETING WILL BE HELD
ON THURSDAY, OCTOBER 8, 2020 BETWEEN 10:00 A.M. –
11:00 A.M. AT THE ANNEX TRAINING ROOM, FIRST FLOOR,
305 CHESTNUT STREET, WILMINGTON NC 28401**

PROJECT NO.:

CONTRACT NO.:

PB-IH-0820.3

SUBMIT BIDS TO:

**PURCHASING DIVISION
P. O. BOX 1810
305 CHESTNUT ST., 5th Floor
WILMINGTON, N. C. 28402-1810
910-341-7886
EMAIL: jennifer.goley@wilmingtonnc.gov**

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

In order to do business with the city, you must be a vendor. A Vendor Application can be found at <https://www.wilmingtonnc.gov/departments/finance-department/doing-business-with-the-city>.

ADVERTISEMENT FOR BIDS
CITY OF WILMINGTON, NC
CITY HALL INTERIOR REPAIRS DUE TO HURRICANE
FLORENCE CONTRACT NUMBER: PB-IH-0820.3

Sealed proposals addressed to Jennifer Goley, Buyer at the Purchasing Manager's office, P. O. Box 1810, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402, and marked "CITY HALL INTERIOR REPAIRS DUE TO HURRICANE FLORENCE" will be received until 3:00 p.m. on October 23, 2020 at the Purchasing Division, 305 Chestnut Street, 5th Floor, Wilmington, NC and through email to Jennifer.goley@wilmingtonnc.gov.

PROJECT DESCRIPTION: The scope of work consists of City Hall Interior Repairs due to Hurricane Florence.

All firms submitting bids for the proposed work must be registered with The Secretary of State.

MBE/WBE/HUB/DBE OBLIGATION:

The City and its contractor agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. The City of Wilmington and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract. A complete copy of the City of Wilmington's MBE/DBE policy is available for inspection at the Purchasing Manager's Office.

A Mandatory Pre-Bid Conference will be held at 10:00 a.m. – 11:00 a.m. on Thursday, October 8, 2020, The Annex Training Room, First Floor, 305 Chestnut Street, Wilmington, NC 28401. All parties interested in the project are invited to attend.

A complete copy of the City of Wilmington's MBE/WBE policy is available for inspection at the Purchasing Manager's Office.

Specifications and Bid Documents are available for review and/or pick up at the Office of the Purchasing Manager, 305 Chestnut Street, 5th Floor, Wilmington, NC. If you would like the bid documents emailed to you, you may request them by contacting Jennifer Goley by email, jennifer.goley@wilmingtonnc.gov, or by phone (910) 341-7886.

The City of Wilmington does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

Bids for this project shall be guaranteed by all bidders for a period of 30 calendar days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Daryle L. Parker
Purchasing Manager
September 8, 2020

GENERAL SPECIFICATIONS
&
INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this Invitation to obtain bids for the CITY HALL INTERIOR REPAIRS DUE TO HURRICANE FLORENCE, as outlined in the Scope of Work. You are requested to submit your bid on the enclosed Bid Sheet and return the entire package to Jennifer Goley, Buyer, City of Wilmington, Post Office Box 1810, 305 Chestnut St., Floor 5, Wilmington, North Carolina 28402-1810. Email bids shall to be sent to Jennifer.goley@wilmingtonnc.gov. Bids must be received no later than Friday, October 23, 2020 by 3:00 pm. **A Mandatory Pre-Bid Conference will be held at 10:00 a.m. – 11:00 a.m. on Thursday, October 8, 2020, The Annex Training Room, First Floor, 305 Chestnut Street, Wilmington, NC 28401.**

Marking of Envelopes/Email

Bids must be contained in a sealed envelope, plainly marked, showing the name, Invitation to Bid number, date, time (if time is specified) and the bidder's name. Emailed submissions must include the Bid Name and Contract Number in the Subject Line. Any company submitting a "No Bid" in response to an Invitation to Bid should clearly mark the outside of the envelope.

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Invitation to Bid.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the bid page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the due date and time specified upon written or personal request of the bidder. No quote may be withdrawn for a period of thirty (30) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the quote after the bids have been opened.

Rejection of Bids

The City reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

If the business operates under an assumed name, what is the assumed name? Has a certificate of assumed name been filed in the New Hanover County Registry? _____

If so, please provide the recording information. Deed Book _____ at Page _____.

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, drawings, specifications or contract documents.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. **Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by the City of Wilmington.**

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to in writing by the City of Wilmington prior to the due date and time of the opening of the Bids.

Validity of Bids

Bids shall remain open and valid for a period of ninety (90) days from the due date specified in the Invitation to Bid.

STATE OF NORTH CAROLINA

CONTRACT NO: PB-IH-0820.3

COUNTY OF NEW HANOVER

CONTRACT FOR COSTRUCTION AND REPAIR SERVICES

THIS CONTRACT, made and entered into this the ____ day of _____, 20____, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and [Company] a corporation organized under the laws of the State of North Carolina, having its principal place of office in _____, _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. Purpose of Contract

(a) The CITY hereby agrees to purchase the materials and services listed below from the CONTRACTOR and CONTRACTOR agrees to provide all equipment, tools, materials and/or supplies required to provide Services hereunder to CITY, as ordered in accordance with the provisions of this contract.

(b) Contract Documents. This Contract for CITY HALL INTERIOR REPAIRS DUE TO HURRICANE FLORENCE consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this contract. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(i) [Company] Proposal dated _____.

(ii) [Company] Warranty if applicable.

(c) During the period of this contract, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high quality professional vendors, and which may enhance the process and improve results.

2. Quantities and Prices

CONTRACTOR will provide the equipment and services required by this contract at the following price:

IN WORDS _____, (\$_____)

3. Contractor Submissions and Payment

(a) The CONTRACTOR shall submit invoices corresponding to the City with sufficient details to enable a review and assure compliance with the terms and conditions of this contract.

(b) Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

4. Term of Contract

The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written order from the Purchasing Manager, and shall complete all work for Phase 1 within forty-five (45) days. After Phase 1 has been completed, the Phase 2 work shall be completed within thirty (30) days.

5. City Obligations

(a) CITY officials may conduct inspections during the installation process and of completed work to assure compliance with contract specifications.

(b) CITY CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to: conducting inspections during installation, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Sterling B. Cheatham, City Manager
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402-1810

Cc: Christine Sims, Buildings & Facilities Superintendent
245 Operations Center Drive
Wilmington, NC 28406
Phone: (910) 341-7853
Email: Christine.sims@wilmingtonnc.gov

6. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees,

awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

7. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

8. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

9. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

10. Suspension or Termination of Contract

(a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) The CITY shall also have the right to suspend this contract upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, the CONTRACTOR remains in violation of this contract at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this contract whereupon all obligations of the CITY to the CONTRACTOR shall cease.

(c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)

(d) The CITY and the CONTRACTOR shall have the right to terminate this contract without cause upon 30 days' notice to the other party.

(e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

11. Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

12. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(c) BUSINESS AUTO LIABILITY

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 12.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(g) EVIDENCE OF INSURANCE

(1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to The City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this contract.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

13. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

14. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of the CITY.

15. Entire Agreement

This agreement constitutes the entire understanding of the parties.

16. Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

17. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

18. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

19. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

20. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- (a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions, the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.
- (f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the

Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

Rev.2019.1.24

21. Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

22. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

23. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

24. Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

25. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

26. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

27. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

28. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONTRACTOR may list the CITY as a reference in responses to requests for proposals, and may identify the CITY as a customer in presentations to potential customers.

29. CITY Not Liable For Special or Consequential Damages

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

30. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that

explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

31. Authority to Act/IDA Certification

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

32. No Presumption.

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

33. Federal Contract Provisions

A. Federal Applicability

The Work to be performed under this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated

terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

B. Civil Rights Requirements

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination

In accordance with 41 C.F.R. § 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue.

2. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, and 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Age

In accordance with § 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

4. Disabilities

In accordance with § 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

5. Inclusion in Subcontracts

The Contractor also agrees to include the requirements of this Article in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

C. Davis-Bacon & Copeland Anti-Kickbacks Acts. DELETED

D. Contract Work Hours & Safety Standards Act. DELETED

E. Right to Inventions Made Under a Contract or Agreement. DELETED

F. Clean Air. DELETED

G. Clean Water. DELETED

H. Energy Conservation

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, *et seq.*

This requirement extends to all third party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

I. Government-Wide Debarment & Suspension

This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR § 180.995) or affiliates (as defined at 2 CFR § 180.905) is excluded (as defined at 2 CFR § 180.940) or disqualified (as defined at 2 CFR § 180.935). The Contractor, pursuant to 2 CFR § 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR § 180 requirements (Contractor and lower-tier participants must comply):

1. Verification

The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR § 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.

2. Disclosing Information

The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR § 180.355.

This requirement extends to all third party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

J. Lobbying

The Contractor agrees to comply with the provisions of Title 31, U.S.C. § 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City.

The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

K. Recovered Materials

The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. § 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247.

This requirement extends to all third party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

L. Conflict of Interest

No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FEMA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

M. Disadvantaged Business Enterprises (DBE)

The City promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined in 2 CFR 200.321, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor agrees to solicit small and minority business and women's business enterprises whenever they are potential sources. When economically feasible, the Contractor agrees to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. Where the requirement permits, the Contractor agrees to

establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises. As appropriate, the Contractor agrees to use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

This requirement extends to all third party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

N. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
 - a. The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FEMA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records.
 - a. The Contractor agrees to provide sufficient access to FEMA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
 - b. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.
 - c. Contractor also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

- d. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its contractors access to the sites of performance under this contract as reasonably may be required.
- O. Termination or Cancellation of Contract
 - 1. Termination without Cause: CITY shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days written notice to the other party. Upon receipt of Notice of Termination, the CONTRACTOR shall immediately discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination without cause, the CONTRACTOR shall submit a statement to the CITY showing in detail the Work performed under this Contract through the date of termination. The CITY shall pay the CONTRACTOR for Work rendered through the date of termination
 - 2. Termination for Cause: CITY shall have the right to terminate this Agreement because of the failure of the CONTRACTOR to fulfill its obligations under the Contract by giving 30 days' written notice to CONTRACTOR. The Notice of Termination shall specify the nature, extent, and effective date of the termination.

For all contracts in excess of \$10,000, this clause extends to all third party contractors, and their contracts at every tier, and sub-recipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).
- P. Breach of Contract Rights and Remedies. DELETED
- Q. Copyrights and Rights in Data. DELETED
- R. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award.

This requirement extends to all third party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.
- S. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- T. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract
- U. F.A.R. Compliance. Any adjustment to the Contractor's compensation under the Contract shall include only costs and other compensation that are allowable, allocable and reasonable as

provided elsewhere herein, or otherwise by law, and that are allowable, allocable and reasonable under the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System, 48 C.F.R., Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

V. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

INTENTIONALLY LEFT BLANK

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

[SEAL]

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

[SEAL]

IN WITNESS WHEREOF, the CITY has caused this contract to be duly executed in its name and behalf and the CONTRACTOR has caused this contract to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

By: _____
Sterling B. Cheatham, City Manager

Date: _____

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Melissa I. Huffman, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

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

This ____ day of _____, 20____.

Jennifer R. Maready, Finance Director

Project Account _____

Org. _____ Obj. _____ Project _____

Amount \$_____

Requisition/PO# _____

Federal ID # 56-6000239

[Company]

By: _____
President/Vice President

WITNESS:

Secretary, Assist. Secretary, Trust Officer

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's
Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____
personally came before me this day and acknowledged that he (she) is the _____
of [Company], a Corporation, and that by authority duly given and as the act of the corporation,
the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice
President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and
attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____ [SEAL]

INSURANCE CERTIFICATES

(Staple Insurance Certificates here, as required in Section 12. of the Contract.)

BID SHEET

BID NAME: CITY HALL INTERIOR REPAIRS DUE

TO HURRICANE FLORENCE

BID NO: PB-IH-0820.3

The undersigned hereby certifies that this Bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making quotes or Bids. The bidder further certifies that (s)he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he will abide by all specifications, provisions and conditions contained in the Invitation to Bid.

LOCATION OF WORK: City Hall 102 N 3rd Street, Wilmington, NC

SCOPE OF WORK: Interior Repairs to City Hall due to Hurricane Florence

A. Purpose

The successful vendor must have demonstrated experience in interior plaster repairs to historic structures. Preference will be given to those contractors who are fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this ITB. Contractors may utilize subcontractors who possess required certifications, licenses and skills specified in this ITB. The vendor must include the names and qualifications of proposed subcontractors in their ITB responses.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the pricing in accordance with the terms, conditions, and specifications contained in this ITB. Contractor will warrant and guarantee all labor and workmanship for a period of one (1) year from final acceptance from the City of Wilmington.

B. Technical Specifications / Scope of Services

PHASE ONE:

Council Chambers

- 1) Remove and replace 50 SF plaster in painted curved section of wall. (3rd street and Princess Street walls)
- 2) Remove and replace 24 SF of plaster ceiling high tray section. (4th Street wall)
- 3) Remove and replace 180 SF of plaster ceiling interior flat section.
- 4) Prep and paint 5,912.5 SF of plaster ceiling

PHASE TWO:

Main Lobby Hall

- 1) Remove and replace 220 SF gypsum
- 2) Remove and replace 220 SF of plaster scratch coat
- 3) Remove and replace 220 SF of plaster brown coat
- 4) Remove and replace 220 SF of plaster finish coat
- 5) Prime and paint 220 SF interior gypsum wall board

C. Codes and Permits

1. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the City of Wilmington and any authority having jurisdiction.
2. The Contractor must be familiar with all applicable Federal, State, County, and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
3. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.
4. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with pay request.
5. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the City of Wilmington that the work is acceptable to the regulatory authorities having jurisdiction.

D. Services

1. Services to be performed under this ITB are listed in the unit price description. Prices shall be all-inclusive for the work and shall include all labor, materials, equipment, scaffolding, lifts, and incidentals to perform

the work. Unit prices shall include all disposal fees.

E. Execution of Work

1. Any omission of a detailed description concerning any item in these specifications shall be regarded as meaning that only the best commercial practices are to be used (i.e. consensus standards, trade association standards, etc.).
2. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee. Work may continue past a normal eight-hour work, shift if prior City of Wilmington approval has been obtained. City of Wilmington will provide access to work site during appropriate business hours.
3. The building premises may need to be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
4. The space shall not be rendered inoperable without the specific prior authorization of the City of Wilmington Contract Administrator on the day on which the Contractor desires access to the site.
5. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the City of Wilmington. Contractors will work with each City of Wilmington recycling program to recycle construction and demolition debris according to individual City of Wilmington guidelines. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.
6. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the City of Wilmington. The City of Wilmington may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City of Wilmington property is not in the best

interest of the City of Wilmington.

7. Contractor's on-site supervisor, at any City of Wilmington facility, must be able to communicate any and all requirements effectively with City of Wilmington personnel.
8. Contractor shall be responsible for all necessary measurements and for the accurate pricing of all work.
9. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the City of Wilmington.
10. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the requirement shall be solely the Contractor's responsibility. Contractor shall keep the City of Wilmington Contract Administrator informed.
11. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.
12. The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written order from the Purchasing Manager, and shall complete all work for Phase 1 within forty-five (45) days. After Phase 1 has been completed, the Phase 2 work shall be completed within thirty (30) days.

BID SUBMITTAL
City Hall Interior Repairs due to Hurricane Florence

In accordance with the terms, conditions and specifications, I/we, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and hereby submit the following prices for **City Hall Interior Repairs due to Hurricane Florence**.

	<u>Item Description:</u>	<u>Materials</u>	<u>Labor</u>	<u>Price</u>
i.	PHASE ONE: Council Chambers ITEM 1	\$	\$	\$
ii.	PHASE ONE: Council Chambers ITEM 2	\$	\$	\$
iii.	PHASE ONE: Council Chambers ITEM 3	\$	\$	\$
iv.	PHASE ONE: Council Chambers ITEM 4	\$	\$	\$
v.	PHASE TWO: Main Lobby Hall – ITEM 1	\$	\$	\$
vi.	PHASE TWO: Main Lobby Hall – ITEM 2	\$	\$	\$
vii.	PHASE TWO: Main Lobby Hall – ITEM 3	\$	\$	\$
viii.	PHASE TWO: Main Lobby Hall – ITEM 4	\$	\$	\$
IX.	PHASE TWO: Main Lobby Hall – ITEM 5	\$	\$	\$
X. (Total of Items i. through IX.)		Total		\$ _____
XI. Submittals		Please attach References for at least 3 historical plaster repair projects		

IN WORDS:

_____ (\$ _____)

WARRANTY INFORMATION: _____

The undersigned acknowledges receipt of any issued Addendums to this Project by recording the Addendum number and date acknowledged below:

Addendum #1: _____ Dated: _____
Addendum #2: _____ Dated: _____
Addendum #3: _____ Dated: _____

If you are offering pricing which is based on other entity or agency solicitation pricing, clearly state so and include a copy of the applicable solicitation with your submittal.

If not submitting a quotation, please indicate “NO BID” and return the cover memo.

BY: (print & sign) _____

DATE: _____ TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____