NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
FACILITIES MAINTENANCE ASSESSMENT PLAN SERVICES
RFP # 18-0219

1. GENERAL INFORMATION AND REQUIREMENTS

<table>
<thead>
<tr>
<th>Release Date</th>
<th>Friday, January 12, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Questions</td>
<td>Friday, January 19, 2018 by 5:00 PM</td>
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<tr>
<td>Response to Questions Posted</td>
<td>Thursday, January 25, 2018</td>
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<tr>
<td>Deadline for Receipt of Proposals</td>
<td>Friday, February 2, 2018 by 5:00 PM</td>
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</table>

New Hanover County Finance Office
230 Government Center Drive, Suite 165
Wilmington, NC 28403

1.1 Invitation to Submit Proposal

New Hanover County (hereinafter called the “County”) invites qualified Service Providers to provide consulting services to evaluate various County facilities.

Submit your proposal no later than 5:00 PM Friday, February 2, 2018 to:
New Hanover County
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

1.2 Scope of Facility Assessments

A. General Scope.

New Hanover County is looking to retain a Service Provider that is familiar with Facility Condition Assessments and can provide all of the levels of service described, meeting the submittal requirements. The Service Provider must routinely complete high level assessments for budget programming, and detailed component evaluations and estimates for repair and replacement efforts.

The facility assessments will include site visits to observe the buildings and associated systems, interviews with any available building management and
maintenance personnel, and reviews of available maintenance records, design and construction documents and plans.

The Service Provider must send teams of professionals to perform a visual assessment of the interior, exterior and site components of each building. Reports will address the systems and sub-systems highlighted in the sections below. **The pricing in the proposal must be broken down by building on the attached list.**

**B. Building Condition Assessment.**

The Service Provider will accomplish the following required tasks based on the level of detail outlined in the RFP.

Perform assessments of the interior and exterior components of buildings and other designated areas. If available, Service Provider may review provided documentation prior to commencing a facility assessment. These reviews will be limited to applicable documentation that is prepared and provided prior to the start of the assessment to gain an understanding of current conditions and issues. In the event the County does not have information available then the Service Provider, still must successfully perform the Building Condition Assessments by reviewing physical conditions. Service Provider’s prioritization of repair and replacement information shall focus on the deficiencies that may lead to business disruption, escalating cost, or rapid deterioration.

**C. Assessment Detail.**

The Service Provider must be familiar with ASTM E2018-15 procedures and document all observed fire/life safety deficiencies regardless of cost. It is understood that evaluations are typically visual in nature and not intended to be destructive to property in order to gain access to hidden conditions. It is not proposed to expose any system members or conduct any materials testing. It is understood that normal assessments are limited to visual observations, and typically will not identify conditions hidden by interior finishes, exterior finishes or within any enclosed construction.

**D. The Service Provider**

The Service Provider will send an appropriate professional or team of professionals per site to perform a visual assessment of the interior, exterior and site components of each building, including the following building and site elements.

Building Condition Assessments must be performed Monday through Friday 8:00 a.m. through 5:00 p.m. EST unless other arrangements are approved by the
County Project Manager. All Building Condition assessments must be scheduled two weeks in advance and schedule must be approved by the County Project Manager.

1.3 **Scope of Services**

A. Exterior Elements - Visually observe the exterior wall, window, and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and report an overall condition of the systems. Review available architectural flashing and connection details for drainage design and observe the condition and placement of expansion joints. Observations will be based on those conditions that can be observed from the ground (with the aid of appropriate tools/equipment i.e. binoculars, ladders, etc.), from accessible roof/plaza levels, and from operable windows, as appropriate and available.

Access the roof and visually observe the condition of the roof system, and any installed accessories and details. Review any available construction documents and comment upon flashing and penetration details for conformance with accepted practice. The evaluation will include discussion of warranties, replacement costs and useful life. Access to the roof will be arranged by the on-site contact.

B. Interior Systems - Provide a review of interior walls, ceiling tiles, stairways and flooring (including floor coverings) to determine general conditions and recommendations for cyclical maintenance/replacement projects.

C. Fire and Life Safety - Observe the age and condition of the fire and life safety elements and comment on their condition and visible deficiencies. Review available maintenance records and reports provided. The elements to be observed will consist of: structural fire protection, means of egress, fire suppression systems, and fire detection and alarm systems in accordance with NFPA 70E.

D. Site Accessibility and ADA - Conduct a site reconnaissance to observe features of the Accessible Route that may not comply with the applicable accessibility requirements. This review shall be limited to the Accessible Route from and including parking spaces (e.g., size, slope, striping, number of spaces, signage, etc.) to the main entrance of the facility which should include front entrance door. Review existing accessibility conditions; sidewalks, entryways, doorways, restrooms. Define any conditions and locations that do
not meet current ADA compliance regulations. Provide a general recommendation for updating the conditions to meet ADA compliance.

E. Mechanical/HVAC, Electrical, Plumbing – Review the various MEP systems that make up the infrastructure of the building. Review will define, in general terms, the character of the systems and an assessment of their functionality, condition, expected life and any potential or existing code violations. The review must include discussions of utilities presently serving the buildings.

F. Conveying Systems – Existing elevators, escalators, dumbwaiters, or any other conveying systems will be reviewed to verify proper operation and inspection certification. The elevators will be observed to verify if they comply with current minimum accessibility requirements.

G. Emergency Generators – Review the existing condition of the emergency generators for the specified facilities. Assess the generator capacity versus the necessary building demand. Based on the review and assessment of the generators capacity, age, and life cycle provide recommendations for replacement including a general size if the generator does not meet the demands of the facility.

H. Site Systems - Observe and report the condition of existing pavement access roads and parking areas, curb and gutters, sidewalks, drainage and adjacent landscaping elements, as they pertain to the properties.

1.4 Contract Period

New Hanover County intends to enter into a Contract with the Proposer whose Proposal is deemed to be in the best interest of the County and most advantageous. A draft County Contract has been included with this RFP for informational purposes.

1.5 Late Proposals

Any proposals received after the scheduled time for receipt of proposals will not be accepted or considered.

1.6 Submission of Questions Concerning RFP

After the proposal issue date, all communications between the County and prospective Firms regarding this RFP shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler by emailing lbutler@nhcgov.com.
Questions and responses affecting the scope of the services will be provided to Firms by issuance of an Addendum which will be posted to the County’s website at [http://www.nhcgov.com/business-nhc/bids/](http://www.nhcgov.com/business-nhc/bids/).

This information will also be emailed to all firms who have submitted their intent to submit a proposal and provided their contact information. **All questions shall be received no later than 5:00 P.M., EST, Thursday, January 18, 2018.**

Firms may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section. If any Firm attempts or completes any unauthorized communication, the County will reject the Firm’s proposal.

All Proposers who intend to submit a proposal for this request should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFP.

1.7 **Authorized Signature**

Please be advised that the person signing the proposal must be authorized by the organization to contractually bind the firm with regard to prices and related contractual obligations for the performance of the requested services. **PROPOSALS NOT SIGNED WILL BE REJECTED.**

1.8 **Cost of Preparation**

Costs incurred by the firm in preparation of the response to this Request for Proposals are the responsibility of the responding firm and will not be reimbursed by the County.

1.9 **Trade Secret Confidentiality**

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Firm must take the following precautions: (a) any trade secrets submitted by a Firm must be marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials.
**Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your Proposal being disqualified.

In submitting a Proposal, each Firm agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Firm agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Firm has designated as a trade secret.

1.10 **Independent Contractor**

It is mutually understood and agreed that Firm is an independent contractor and not an agent of County, and as such, Firm, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker’s compensation, or pension or retirement benefits.

1.11 **Insurance**

Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. 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 Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

A. **Commercial General Liability**

1. Firm shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $1,000,000 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. New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the vendor and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to New Hanover County, its officers, officials, agents, and employees.

4. The firm’s Commercial General Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor’s insurance.

B. Workers’ Compensation and Employer’s Liability

1. Firm 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 $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, and employees for losses arising from work performed by the contractor for the New Hanover County.

C. Business Auto Liability

1. Firm 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. The firm’s Business Auto Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor’s insurance.

1.12 **Administrative Forms**

Proposers must complete the following forms and submit with their proposal.
   a. E-Verify Affidavit
   b. Statement of Non-Collusion

1.13 **Vendor Self Service**

Proposers may register to become a vendor by visiting our website at https://mss.nhcgov.com/VSS/Vendors/default.aspx.

1.14 **Right to Reject**

New Hanover County reserves the right to accept or reject any or all proposals, to waive any non-material irregularities or informalities in any proposal and to make the award which will be in the best interest of the County.
2.0 A. Evaluation Criteria

After receipt of the proposals, the selection committee will review and evaluate all proposals that adequately contain the information set forth in this proposal package (RFP). New Hanover County reserves the right to verify all or part of references provided by Proposers.

The proposals will be rated utilizing a total score that will represent 100 points of the final ranking. Proposers will be evaluated using the criteria below. The County reserves the right to judge, appraise and reject all proposals submitted.

The firm must demonstrate its competence of each key consultant's qualifications with respect to the published evaluation factors for the facilities assessment. Evaluation factors (1) through (4) will be scored for each candidate with maximum values as indicated in each section.

Specific evaluation factors include:

1. Professional qualifications of firm and staff proposed to conduct the facilities assessment. Including preparation of cost estimates, drawings if applicable and necessary for the assessment (30%)
   • active professional registration in North Carolina
   • active professional registration in another state and USGBC (type)
   • experience (with present and other firms) and roles of staff members. Each project should clearly indicate the personnel involved and those personnel should be listed by each project.
   • Recent experience with public sector buildings and assessments performed therein. Number of assessments conducted as well as square feet, and types of buildings evaluated.

2. Specialized recent experience demonstrating the technical competence of particular staff members to properly evaluate the condition of the systems specified in the scope of work. Each project/assessment listed should indicate key staff members involved. (25%)

   Firms will also be evaluated upon:
   • specific knowledge of the facilities mechanical, electrical, plumbing, structural components as well as site accessibility (ADA compliance). Define the types of systems you have experience evaluating e.g. chillers, boilers, heat pumps, lighting, switch gears, elevators, emergency generators, building shell
   • past experience in building sustainability/energy use and utility management systems.
• understanding of local, state, or Federal government services, building regulations and emergency services

3. Past performance on facilities maintenance plans with Government agencies and private industry in terms of the following: (25%)

• Demonstrated compliance with project schedules.
• Plan implementation success rate. Include any prior references.
• Client follow-up. How do you measure the success of your assessment?

4. Specific internal quality control procedures proposed for projects of this nature. Firm will be evaluated on the acceptability of their internal quality control program used to ensure technical accuracy and discipline coordination of assessment details and recommendations. (10%)

• Do you have a written quality control plan for your firm?
• Please explain how your plan works

5. Cost Per Facility (10%)

B. Submission of Proposals

1. Proposers are instructed to submit one (1) original and one (1) electronic copy on CD or USB. Please do not submit a protected electronic copy which can’t be copied. The electronic copy allows the information to be copied and distributed among the evaluation team.

2. The proposer should submit proposal with any attachments in a sealed envelope properly marked “RFP 18-0219- FACILITIES MAINTENANCE ASSESSMENT PLAN SERVICES” addressed to:

   New Hanover County Finance Office
   Attn: Lena Butler, Purchasing Supervisor
   230 Government Center Drive, Suite 165
   Wilmington, NC  28403

3. The Proposal shall consist of the following document in the sequence shown below. A set of tabs to identify each element of the Proposal should be inserted to facilitate quick reference.
   a. Table of Contents
   b. Cover Letter and Authority to Propose
   c. Experience and Approach to Project Scope
   d. Experience and Capabilities of Project Manager
   e. Experience and Capabilities of Project Team
f. **Cost per facility breakdown**

3.0 Proposers must supply information concerning the overall approach to the project as detailed in this RFP and as specified below:

a. **Table of Contents**

Each Proposer must include a Table of Contents identifying the various sections in the Proposal with separate tabs for each section. The Table of Contents is not considered as part of the text of the Proposal.

b. **Cover / Transmittal Letter and Authority to Propose**

Each Proposer must submit with their Proposal a cover letter identifying the Proposer, entity to be contracted with, legal structure of that entity i.e. corporation, partnership etc., and the proposal package being submitted. The Proposer may include other important general information, which is deemed significant enough to be highlighted. An authorized representative/officer of the proposer, with legal authority to bind the corporation in contractual matters with the County, must sign the cover letter. The Proposer’s representative’s name, title, address, telephone number, and e-mail address should be identified.

c. **Experience and Approach to Project Scope**

Proposers must describe their experience in the disciplines covered in the scope of work. Proposers should define the approach by identifying methods and investigation process used, and develop recommendations to resolve challenges. The Proposer should also describe their scheduling and staffing requirements to complete proposed Scope of Work. In addition, the Proposer must identify potential challenges which may occur during the implementation process and mitigation measures.

d. **Experience and Capabilities of Project Manager**

Proposers must demonstrate that the Project Manager has a record of coordinating recent Facilities Management and Strategic Planning projects and managing the successful implementation of such projects, by providing three recent representative projects and references for each project. The reference(s) must have direct knowledge of the proposed Project Manager's management. All references should include company name, contact person, title, address, telephone number and email address. The County, in its sole discretion, reserves the right to request additional
references, to contact all references, and to request additional supporting information from the Proposer as the County deems necessary.

e. Experience and Capabilities of the Project Team

Proposers must demonstrate that the Project Team, comprised of the Consultant(s) Firm, and Subconsultants, has a record of performing the proposed work disciplines related to Facilities Management Consultant Services.

f. Cost per facility breakdown

Proposers must provide a breakdown of the cost per facility in the attached facility list on the next page. New Hanover County reserves the right to exclude any proposal which does not breakdown the cost per facility. Additionally, New Hanover County reserves the right to remove any buildings from the list prior to work commencing.
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AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all bids)

STATE OF _________________________________
COUNTY OF _______________________________

I, _____________________________ (hereinafter the “Affiant”), duly authorized by and on behalf of _____________________________ (hereinafter the “Employer”) after being first duly sworn deposes and says as follows:

1. I am the ______________________ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that “E-Verify” means the federal E-Verify program operated by the United States Dept. 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.

3. □ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

□ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____day of _______________, 20____.

_____________________________________________________
Signature of Affiant

_____________________________________________________
Printed Name and Title

State of _________________________________
County of _________________________________

Subscribed and sworn to before me this ___day of _________________, 20____.

Notary Public _______________________________________

(SEAL)
My Appointment Expires ____________
NON-COLLUSION AFFIDAVIT

____________________________, being first duly sworn, deposes and says that:

1. He/She is the ________________ (title) of ___________________________ (firm’s name), the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such response;

3. Such Proposal is genuine and is not a collusive or sham response;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposing firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against New Hanover County or any person interested in the proposed contract.

________________________________
Signature

________________________________
Title

NOTARIZE

Subscribed and sworn to before me,

This ______ day of ________________, 20___

Notary Public: ___________________________

My Commission Expires: ___________________
NORTH CAROLINA
NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this ____ day of ______________________ 2017 by and between NEW HANOVER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ______________________________, a __________________________ professional corporation, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide a facility maintenance assessment plan for various county facilities to New Hanover County Property Management, as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

2. **Time of Performance.** The term of this Agreement shall begin from receipt of Notice to Proceed and all work shall be completed within ninety (90) days of said Notice.

3. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of __________________________ Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or
omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. 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 Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance**

7.1. **Commercial General Liability**

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 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.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL 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.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4 Contractor’s CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall
be in excess of and shall not contribute to Contractor's insurance.

7.2. **Worker's Compensation and Employer's Liability**

7.2.1 Contractor shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.

7.2.2 The Employer’s Liability, and if necessary, CUL insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

7.3. **Business Auto Liability**

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

7.3.3 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.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor’s insurance.

7.4. **Professional Liability Insurance**

7.4.1 Contractor shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Contractor’s profession. Coverage as required in this paragraph shall apply to liability for a Contractor error, act, negligence, or omission arising out of the scope of Contractor’s services as defined in this Contract. Coverage shall be written subject to limits of not less
than $2,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract are complete.

7.5. **Deductibles and Self-Insured Retentions**

7.5.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2 Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, whether or not County is an insured under the policy.

7.6. **Miscellaneous Insurance Provisions**

7.6.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.6.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.3 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.

7.7. **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 County has granted a specific exemption.

7.8. **Evidence of Insurance**

7.8.1 Contractor shall furnish County 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 services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County 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.

7.9. 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. CGL coverage shall include independent contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.10. Conditions

7.10.1. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3. Contractor shall promptly notify the New Hanover County Property Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of
County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is
terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of an annual appropriation of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days’ prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Non-waiver of Rights.** The parties mutually agree that either party’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.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontracts.** The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. **Entire Contract.** This Contract constitutes the entire understanding of the parties.
16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. **E-Verify Compliance.** Pursuant to S.L. 2015-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

   **To County:**
   New Hanover County Property Management
   **Attention:** Scott Gordon
   200 Division Drive
   Wilmington, North Carolina, 28401

   **To Contractor:**
   TO BE DETERMINED

22. **Assignability.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

23. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

**NEW HANOVER COUNTY**
New Hanover County Contract #18-0219 DRAFT

[SEAL]

__________________________________________
County Manager

ATTEST:

______________________________
Clerk to the Board

To Be Determined

______________________________
President

ATTEST:

______________________________
Secretary

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

______________________________
County Finance Officer

Approved as to form:

______________________________
County Attorney

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

I, ____________________________, a Notary Public of the State
and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk
to the Board of Commissioners of New Hanover County, and that by authority duly given
and as the act of the Board, the foregoing instrument was signed in its name by its
________________________________ County Manager, sealed with its corporate seal and attested by herself as
its Clerk.

WITNESS my hand and official seal, this _____ day of
__________________________, 2017.
My commission expires:____________________

Notary Public

STATE OF ________________________

____________________ COUNTY

I, ________________________, a Notary Public in and for the State and County aforesaid, certify that ________________________, personally came before me this day and acknowledged that (s)he is President of ________________________, a ______________________ corporation, and that by authority duly given and as the act of the limited liability corporation, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal, this ___ day of ________________________, 2017.

____________________
Notary Public

My commission expires:____________________
SCOPE OF FACILITY ASSESSMENTS.

General Scope.

Retain a Service Provider that is familiar with Facility Condition Assessments and can provide all of the levels of service described, meeting the submittal requirements. The Service Provider must routinely complete high level assessments for budget programming, and detailed component evaluations and estimates for repair and replacement efforts.

The facility assessments will include site visits to observe the buildings and associated systems, interviews with any available building management and maintenance personnel, and reviews of available maintenance records, design and construction documents and plans. The Service Provider must send teams of professionals to perform a visual assessment of the interior, exterior and site components of each building. Reports will address the systems and sub-systems highlighted in the sections below.

Building Condition Assessment.

The Service Provider will accomplish the following required tasks based on the level of detail outlined in the RFP. Perform assessments of the interior and exterior components of buildings and other designated areas. If available, Service Provider may review provided documentation prior to commencing a facility assessment. These reviews will be limited to applicable documentation that is prepared and provided prior to the start of the assessment to gain an understanding of current conditions and issues. In the event the County does not have information available then the Service Provider, still must successfully perform the Building Condition Assessments by reviewing physical conditions. Service Provider’s prioritization of repair and replacement information shall focus on the deficiencies that may lead to business disruption, escalating cost, or rapid deterioration.

Assessment Detail.

The Service Provider must be familiar with ASTM E2018-15 procedures and document all observed fire/life safety deficiencies regardless of cost. It is understood that evaluations are typically visual in nature and not intended to be destructive to property in order to gain access to hidden conditions. It is not proposed to expose any system members or conduct any materials testing. It is understood that normal assessments are limited to visual observations, and typically will not identify conditions hidden by interior finishes, exterior finishes or within any enclosed construction.

The Service Provider will send an appropriate professional or team of professionals per site to perform a visual assessment of the interior, exterior and site components of each building, including the following building and site elements. Building Condition Assessments must be performed Monday through Friday 8:00 a.m. through 5:00 p.m. EST unless other arrangements are approved by the County Project Manager. All Building Condition assessments must be scheduled two weeks in advance and schedule must be approved by the County Project Manager.

Scope of Services

* Exterior Elements - Visually observe the exterior wall, window, and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and report an overall condition of the systems. Review available architectural flashing and connection details for drainage design and observe the condition and placement of expansion joints. Observations will be based on those conditions that can be observed from the ground (with the aid of appropriate tools/equipment i.e. binoculars, ladders, etc.), from accessible roof/plaza levels, and from operable windows, as appropriate and available.
Access the roof and visually observe the condition of the roof system, and any installed accessories and
details. Review any available construction documents and comment upon flashing and penetration details
for conformance with accepted practice. The evaluation will include discussion of warranties, replacement
costs and useful life. Access to the roof will be arranged by the on-site contact.

- **Interior Systems** - Provide a review of interior walls, ceiling tiles, stairways and flooring (including
floor coverings) to determine general conditions and recommendations for cyclical
maintenance/replacement projects.

- **Fire and Life Safety** - Observe the age and condition of the fire and life safety elements and
comment on their condition and visible deficiencies. Review available maintenance records and reports
provided. The elements to be observed will consist of: structural fire protection, means of egress, fire
suppression systems, and fire detection and alarm systems in accordance with NFPA 70E.

- **Site Accessibility and ADA** - Conduct a site reconnaissance to observe features of the Accessible
Route that may not comply with the applicable accessibility requirements. This review shall be limited to
the Accessible Route from and including parking spaces (e.g., size, slope, striping, number of spaces,
signage, etc.) to the main entrance of the facility which should include front entrance door. Review existing
accessibility conditions; sidewalks, entryways, doorways, restrooms. Define any conditions and locations
that do not meet current ADA compliance regulations. Provide a general recommendation for updating the
conditions to meet ADA compliance.

- **Mechanical/HVAC, Electrical, Plumbing** – Review the various MEP systems that make up the
infrastructure of the building. Review will define, in general terms, the character of the systems and an
assessment of their functionality, condition, expected life and any potential or existing code violations. The
review must include discussions of utilities presently serving the buildings.

- **Conveying Systems** – Existing elevators, escalators, dumbwaiters, or any other conveying systems
will be reviewed to verify proper operation and inspection certification. The elevators will be observed to
verify if they comply with current minimum accessibility requirements.

- **Emergency Generators** – Review the existing condition of the emergency generators for the
specified facilities. Assess the generator capacity versus the necessary building demand. Based on the
review and assessment of the generators capacity, age, and life cycle provide recommendations for
replacement including a general size if the generator does not meet the demands of the facility.

- **Site Systems** - Observe and report the condition of existing pavement access roads and parking
areas, curb and gutters, sidewalks, drainage and adjacent landscaping elements, as they pertain to the
properties.
<table>
<thead>
<tr>
<th>Building</th>
<th>Sq. Ft.</th>
<th>Use</th>
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<td>Judicial</td>
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<td>Library, Offices, Conference</td>
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<td>Mixed Use Rooms, Offices, Kitchen and Dining</td>
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<td>Offices, Classroom, Kitchen and Dining, Gift Shop</td>
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<td>Kennels, Vet Clinic, Offices, Waiting Room</td>
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<td>23391</td>
<td>Offices, Meeting Space</td>
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<tr>
<td>Youth Empowerment</td>
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<td>Offices, Gym</td>
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<td>15354</td>
<td>Offices</td>
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<td>Offices, Conference, Courtroom, Holding Cells</td>
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**Total** 738704