REQUEST FOR BIDS

FOR

Hurricane Florence Repairs

MRF ROOF

RFB # 20-0412

COUNTY COMMISSIONERS

JULIA OLSON-BOSEMAN, CHAIR
PATRICIA KUSEK, VICE-CHAIR
JONATHAN BARFIELD, JR.
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
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Section 1 – Advertisement

New Hanover County
Request for Bids
Hurricane Florence Repairs
MRF ROOF REPAIRS
RFB# 20-0412

Sealed bids addressed to Kevin Caison, Facilities Project Manager, 200 Division Drive, Wilmington, NC 28401 and marked “RFB# 20-0412 Hurricane Florence Repairs MRF Roof” will be accepted until 3:00 P.M. EST, Thursday, May 21, 2020.

New Hanover County (NHC) is accepting bids for repairs to the Material Recycling Facility (MRF) located at 3002 US HWY 421 N., Wilmington, NC 28401. Proposals will be based on the enclosed scope of work and virtual pre-bid meeting.

A virtual pre-bid meeting will be filmed and posted with this advertisement.

Bidders must be properly licensed under Chapter 87 of the North Carolina General Statues.

Bidding Documents may be accessed on the County’s website at https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/.

No Bid may be withdrawn ninety (90) days after bid opening date.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

Released: May 4, 2020
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, May 4, 2020</td>
<td>RFB Issued</td>
</tr>
<tr>
<td>Monday, May 4, 2020</td>
<td>Virtual pre-bid meeting posted with advertisement <a href="https://youtu.be/hH1p9rW-i5w">https://youtu.be/hH1p9rW-i5w</a></td>
</tr>
<tr>
<td>Tuesday, May 12, 2020 by 3:00 PM</td>
<td>Deadline for questions. All questions must be submitted in writing to Kevin Caison (<a href="mailto:kcaison@nhc.gov.com">kcaison@nhc.gov.com</a>)</td>
</tr>
<tr>
<td>Thursday, May 14, 2020 by 3:00 PM</td>
<td>Questions will be answered via written addendum</td>
</tr>
<tr>
<td>Thursday, May 21, 2020 at 3:00 PM</td>
<td>Deadline for receipt of SEALED bids</td>
</tr>
</tbody>
</table>

2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit their bid using the bid form provided. In a sealed envelope. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Changes or corrections made in the bid must be initialed by the individual signing the proposal. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

No telephone, electronic or facsimile proposals will be considered. **Bids received after the time and date for closing will be rejected.**

2.2.2 **Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.3 Submission of Bid

Submit bid by **3:00 PM Thursday, May 21, 2020**, with attachments in a sealed envelope properly marked “**RFB # 20-0412 –Hurricane Florence Repairs MRF Roof**” and addressed to:

New Hanover County Property Management  
Attn: Kevin Caison, Facilities Project Manager  
200 Division Drive  
Wilmington, NC  28401
2.4 – Virtual Pre-bid Meeting
A virtual pre-bid meeting will be posted with this advertisement and can be viewed at this link https://youtu.be/hH1p9rW-i5w. All bidders must acknowledge they have viewed the virtual pre-bid meeting on the bid form. Failure to acknowledge the virtual pre-bid meeting will deem the bid non-responsive and will be rejected.

2.5 – Questions
Questions concerning the Scope of Work in this Request for Bids (RFB) should be directed to Kevin Caison, Facilities Project Manager by emailing kcaison@nhcgov.com. Questions will be received until May 12, 2020 at 3:00 pm. An addendum summarizing all questions and answers will be posted to the County’s website. Bidders who have notified the County of their intent to submit a bid along with the email address will be sent the addendum upon posting.

2.6 – Communication
Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is Kevin Caison, Facilities Project Manager, kcaison@nncgov.com. If any bidder attempts any unauthorized communication, the bid may be rejected.

2.7 – Intent to Submit
All Bidders who intend to submit a bid on this project should send an email to kcaison@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable. This is not a requirement, but is suggested.

2.8 – Cost of Preparation of Response
Costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the Bidder and will not be reimbursed by The County.

2.9 – Bid Opening
The public bid opening will be Thursday, May 21, 2020 at 3:00 p.m. in the conference room of New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

2.10 – Award
Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.” The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.
2.11 - Execution of Agreement
The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within seven (7) days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

2.12 – Ownership of Documents
All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.

2.13 - Trade Secret Confidentiality
All bid proposals received are considered public record and available for public inspection after award of contract and/or purchase order. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the BIDDER while attempting to maximize the availability of information to the public.

2.14 - Withdrawal of Bids
A bidder submitting a bid for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment may withdraw the bid from consideration after the bid opening without forfeiture of his bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

A request to withdraw a bid must be made in writing to the County prior to the award of the contract, but not later than 72 hours after the opening of bids. If the work or purchase is rebid, under no circumstances may the bidder who has filed a request to withdraw be permitted to rebid the work or purchase.
2.15 – Authorized Signature

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. **BIDS NOT SIGNED WILL BE REJECTED.**

2.16 – Bid Bond- NO BID BOND REQUIRED

A deposit equal to not less than five percent (5%) of the bid amount must accompany the bid. The bid deposit may be in any of the following forms:

a. Cash  
b. Cashier’s check  
c. Certified check  
d. Bid bond executed by a surety licensed in North Carolina

The bid deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required.

2.17 – Surety Bonds- NO SURETY BONDS REQUIRED

A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body that is constructing the project.

A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the awarding of the construction contract.

2.18 – E-Verify

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

2.19 - Equal Opportunity
The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices. Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.20 - Minority Participation
The bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Bidders should submit along with the bid information concerning minority business enterprises that they have contacted and those which will participate in the contract.

2.21 - Indemnity
The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.22 - Insurance
Before commencing any work, the Bidder shall procure insurance in the Bidder’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. 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 Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her. See required limits in the Draft Contract.

2.23 - Addendum
The bid package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Bidders who are listed with the Finance Office and posted on the County’s website. You may visit our website at http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx, or email lbutler@nhcgov.com to check for the issuance of any addenda before submitting your bid.
2.24- Compliance with Bid Requirements
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.25- Successful Bidder
The Bidder who is not currently set up as a vendor in The County’s vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County’s vendor database.

2.26 - Right to Reject Bids
The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

2.27 – Bid Protest Procedures

As a custodian of public funds, the County must adhere to applicable bidding practices established by State law, County policy, and good administrative practice. Bids may be protested for any bid solicited. All protests must be in the writing and must be delivered to the Finance Director prior to award by the Board of Commissioners or issuance of purchase order.

The protester (bidder) shall adhere to the following procedures:

1. The protester (bidder) who protests a bid will deliver a written statement to the Finance Director detailing the reason for the protest within five (5) business days or prior to award and/or issuance of a purchase order whichever is later.

2. The Finance Director will review the data submitted and provide a formal response to the protester (bidder) within five (5) business days after receipt of the written protest.

3. A protester (bidder) not satisfied with that response may appeal the decision to the County Manager, provided such appeal is received within five (5) business days after the response from the Finance Director. If an appeal is not filed within the specified period, no other County redress is available.

4. No further appeal is available as of right; provided, however, the dis-satisfied protester (bidder) may request that the Board of Commissioners elect to hear an appeal from the decision of the County Manager. The decision rendered by the Board of Commissioners is final.

5. Any and all cost incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.
2.28 – Draft Contract
A draft contract is attached for review by the Bidder.
Section 3 – Scope of Work

1.0 GENERAL

1.01 The BIDDER shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The BIDDER will be responsible for obtaining all necessary licenses to complete the scope of work.

1.02 Performance: The quality of workmanship concerning the services provided for the MRF Roof Hurricane Repairs must reflect professional work and conduct.

2.0 SPECIFICATIONS

New Hanover County is soliciting bids for the repairs due to damages caused by Hurricane Florence to the Material Recycling Facility (MRF) located at 3002 US HWY 421 N. Wilmington, NC 28401. Specific scope of work for this project are per the written scope of work attached to this RFB. A virtual pre-bid meeting will also be included that will describe the scope of work.

1. Provide all labor, materials, and equipment to make repairs to the roof and exterior of the MRF located at 3002 US HWY 421 N. in Wilmington NC 28401.
2. Provide all required design and engineering services needed for repairs and permitting
3. All plans and technical documents are to become property of the owner and included as part of the close out documents at the conclusion of the project
4. Obtain any and all required permits
5. Maintain a clean and safe job site
6. Coordinate work schedule with owner
7. Dumpster, hauling, and tipping fees will be provided by New Hanover County
8. Repairs to the exterior walls includes:
   a. MR-36 panels to match existing profile
   b. 22 Ga Steel in one stock color
   c. Fiberglass panels to match profile of wall panels
   d. Material hoisting, and roof protection
   e. Installation
   f. Tools and Equipment required for installation
   g. Shop Drawings
h. Flashing
i. Caulking
j. PE stamp or calculations as required by AHJ
k. Light / Pipe cutouts
l. Framing / Blocking / Sheathing / Insulation / z-girts
m. Waterproofing membrane / Weatherproofing / Air Barrier Membrane as required
n. Aluminum / steel coping and/or Roof Flashing
o. Roofing components: aluminum break metal / coping and/or gravel stops
p. Protection of work from damage during the project
q. Cost of bonds if required

9. Repairs to the roof include (See attached photo defining roof sections):

Red Section

1. Perform pre-construction meeting to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Remove and dispose of the existing ballast material, this includes the ballast stone as well as the pavers.
4. Cut out and remove the Dendeck wall substrate.
5. Cut out and remove the existing roof system to expose the metal deck. The decking will be inspected, areas of damaged or deteriorated decking will be replaced on a unit cost basis.
6. Cut out and remove all curb and penetration flashings.
7. The sagging HVAC unit will be removed via crane by others.
8. Remove and replace an approximate 15’x15’ area of decking around the removed HVAC unit.
9. On the internal parapet wall, furnish and install approximately 10 LF of new coping metal to match the existing as closely as able.
10. Install new 1.5” Polyisocyanurate insulation mechanically fastened to the metal deck per manufacturer requirements.
11. Install new ½” Densdeck sheathing over the front parapet wall, the Densdeck will be fastened to the metal rafters in the wall per manufacturer requirements.
12. Install new 2’x10’ wood nailers to the face of the parapet wall, this nailer will be attached to the two layers of 2’x10’ header on the top of the wall. Any additional wood nailers being replaced will be done so on a unit cost basis.
13. Install new 60 mil TPO membrane mechanically fastened to the metal deck with heat welded seams as per manufacturer details and specifications.
14. Install all associated curb and penetration flashings per manufacturer requirements.
15. Flash the front wall with field membrane, terminate, install new 040 aluminum snap
lock coping metal with a 050 aluminum locking cleat for added rigidity.
16. Flash the internal parapet wall with field membrane, terminate, install new 040 aluminum slip flashing to tie into the existing coping metal detail.
17. On the gable end, replace the wood nailer as needed, install new 040 aluminum snap lock gravel stop metal attached to a 050 locking cleat for added rigidity.
18. At the gutters edge, remove the existing slotted gravel stop detail, install new 040 aluminum drip edge metal attached to the wood nailer. Existing gutters and downspouts to remain.
19. Metal colors to be chosen by the owner from the manufacturer’s full range of standard colors.
20. Clean and remove all project related debris.
21. Provide a 20-year Manufacturer’s Labor and Material warranty upon completion and inspection of the project by an authorized manufacturer’s representative.
22. Provide a 2-year Contractor warranty.

Blue Section

1. Perform pre-construction meeting to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Remove and dispose of the existing ballast material, this includes the ballast stone as well as the pavers.
4. Cut out and remove the existing EPDM membrane to expose the underlying insulation. The insulation will be inspected, areas of damaged or deteriorated insulation will be replaced on a unit cost basis.
5. Cut out and remove all curb and penetration flashings.
6. Remove the (3) 4’x4’ abandoned curbs, the decking will be replaced and new 1.5” insulation will be installed over top.
7. The existing 1.5” Polyisocyanurate insulation will be mechanically fastened into the metal deck per manufacturer requirements.
8. Install new 60 mil TPO membrane mechanically fastened to the metal deck with heat welded seams as per manufacturer details and specifications.
9. Install all associated curb and penetration flashings per manufacturer requirements.
10. Flash the metal panel wall with field membrane, terminate, install new 040 aluminum slip flashing to tie into the existing wall.
11. On the gable end, replace the wood nailer as needed, install new 040 aluminum snap lock gravel stop metal attached to a 050 locking cleat for added rigidity.
12. At the gutters edge, remove the existing slotted gravel stop detail, install new 040 aluminum drip edge metal attached to the wood nailer. Existing gutters and downspouts to remain.
13. Metal colors to be chosen by the owner from the manufacturer’s full range of standard colors.
colors.
14. Clean and remove all project related debris.
15. Provide a 20-year Manufacturer’s Labor and Material warranty upon completion and inspection of the project by an authorized manufacturer’s representative.
16. Provide a 2-year Contractor warranty.

Green Section

1. Perform pre-construction meeting to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Perform asbestos testing on the field and flashings of the roof to determine if the material contains asbestos. If there is asbestos in the system new pricing will be provided.
4. Remove and dispose of the existing gravel from the asphalt roof.
5. Cut out and remove all penetration, curb and wall flashings.
6. Install new 1” Polyisocyanurate insulation mechanically fastened into the metal deck per manufacturer requirements.
7. Install ½” per 1’ cricketed insulation between drains and scuppers to assisting with proper water drainage.
   8. Install new 60 mil TPO membrane mechanically fastened into the metal deck with heat welded seams as per manufacturer’s details and specifications.
9. Install all associated curb and penetration flashings.
10. Flash all drains as per manufacturer requirements. Any drains that cannot be reused will be replaced on a unit cost basis.
11. Furnish and install new aluminum scupper metal to be flashed into the new roof system.
12. Flash the metal panel wall with field membrane, terminate, install new 040 aluminum slip flashing to tie into the existing wall.
13. On all parapet walls, remove the existing coping metal, flash the walls with field membrane, terminate to the front face of the wall, install new 040 aluminum snap lock coping metal with a 050 aluminum locking cleat for added rigidity.
14. Metal colors to be chosen by the owner from the manufacturer’s full range of standard colors.
15. Clean and remove all project related debris.
16. Provide a 20 year Manufacturer’s Labor and Material warranty upon completion and inspection of the project by an authorized manufacturer’s representative.
17. Provide a 2 year Contractor warranty.
3.0 LUMP SUM

3.1 The contract will be based upon a lump sum quote for the entire scope outlined in the RFB and virtual pre-bid meeting.

3.2 All bids must be submitted using the attached Bid Form.

4.0 BIDDER SAFETY REQUIREMENTS

4.1 BIDDER shall comply with all local, state and federal safety rules and regulations.

4.2 The BIDDER shall be solely responsible for maintaining safety at all work sites. The BIDDER shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

5.0 OTHER LAWS AND REGULATIONS

BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, OSHA and all health and safety regulations.
Section 4– Bid Form

NEW HANOVER
COUNTY

Hurricane Florence Repairs MRF
Roof

Bid Form

RFB # 20-0412

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Bidder offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this bid form, the undersigned Bidder certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Bidder as set forth in N.C.G.S. 143-59.1.

False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Bidder’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by N.C.G.S. §143-48.5, the undersigned Bidder certifies that it, and each of its sub- contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

ADDENDUM #____________________ DATED: ______________________
ADDENDUM #____________________ DATED: ______________________

ACKNOWLEDGMENT OF VIEWING THE VIRTUAL PRE-BID MEETING ______________

Please initial
The undersigned, having carefully examined the Instructions to Bidders, New Hanover County RFB # 20-0412 – Hurricane Florence Repairs MRF Roof, written scope of work in the RFB, virtual pre-bid meeting, draft contract #20-0412, including any and all addenda;

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents, plans and specifications for the following lump sum amount.

**Base Bid for Roof Repairs:**

- **Red Section:**
  - $____________________

- **Blue Section:**
  - $____________________

- **Green Section:**
  - $____________________

**Base Bid for Wall Repairs:**

  - $____________________

**Steel Decking Unit Price:**

  - $______________ per sq.ft.

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**COMPANY NAME::**

**STREET ADDRESS:**

**P.O. BOX:**

**ZIP:**

**CITY & STATE & ZIP:**

**TELEPHONE NUMBER:**

**TOLL FREE TEL. NO:**

**PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:**

**PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF COMPANY:**

**FAX NUMBER:**

**AUTHORIZED SIGNATURE:**

**DATE:**

**E-MAIL:**
Section 5 – Federal Uniform Guidance Provisions

1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 **Overtime**: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide
immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

   6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

   6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **Suspension and Debarment.**

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

10. Access to Records. The following access to records requirements apply to this contract:

   10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

   10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10.5. Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION
(To be submitted with all bids)

(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.

SIGNATURE ______________________
TITLE ______________________
COMPANY ______________________
DATE ______________________

State of ______________________
County of ______________________

Subscribed and sworn to before me this ___ day of ______________________, 20___

Notary Public ______________________
My Appointment Expires ________________
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or 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. Section A 3801 et seq., apply to this certification and disclosure, if any.

_________________________   ________________________________
Date                  Signature of Contractor's Authorized Official
_________________________
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of ______, 20__, in the State of ______________; and the County of ______________.

Notary Public ________________________________
My Appointment Expires _________________________
THIS CONTRACT made and entered into this _____ day of __________________ 2020 by and between NEW HANOVER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ____________________________, a ____________________________, hereinafter referred to as "Contractor";

W I T N E S S E T:

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

1. **Scope of Services.** Contractor shall provide all labor and materials for post Hurricane Florence the repairs due to damages caused by Hurricane Florence to the Material Recycling Facility (MRF) located at 3002 US Hwy 421 N. Wilmington, NC 28401, as more specifically 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 no later than one hundred eighty (180) days for 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 are performed by Contractor 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 10 and GC 20 37 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 applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or 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. **Deductibles and Self-Insured Retentions**

7.4.1. 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, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.5. **Miscellaneous Insurance Provisions.**

7.5.1. 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.

7.5.2. 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, Ste. #125, Wilmington, NC 28403.

7.5.3. 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.

7.6. **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.

7.7. **Evidence of Insurance**

7.7.1. 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 work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

7.7.3. 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.
7.8. **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.

7.9. **Conditions**

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

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

7.9.3. Contractor shall promptly notify 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.

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

7.9.5. 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.

7.9.6. 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.

7.9.7. 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.

7.9.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
7.9.9. 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 the New Hanover County Board 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 N.C.G.S. 143-133.3, 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. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200) and FEMA Compliance Addendum attached hereto and incorporated herein by reference.

22. 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
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

To Contractor:
___________________________________
Attention: ___________________________
___________________________________
___________________________________

23. 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.


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

[SEAL]

CONTRACTOR
___________________________________(SEAL)
President

ATTEST:
___________________________________
Secretary
STATE OF ______________
______________ COUNTY

I, ____________________________________________, a Notary Public of the State and County aforesaid, certify that _______________________ came before me this day and acknowledged that (s)he is President of ____________________________________, a ______________, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed and sealed in its name by its President.

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

________________________________________
Notary Public

My commission expires: _________________