

NEW HANOVER COUNTY
Environmental Management Dept.
3002 U.S. Highway 421 North

Kim Roane, Business Officer
ph: 910-798-4402
fax: 910-798-4408

Wilmington, NC 28401

Email: kroane@nhcgov.com

BID SPECIFICATIONS

RFB #20-0465

Electronics Recycling NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT DEPT. 3002 U.S. Highway 421 North Wilmington, NC 28401

Request for Bids

Section 1: Advertisement

New Hanover County (NHC) is accepting bids for the transportation pickup and recycling of electronic items. The electronic items to be transported and recycled are located at the NHC Household Hazardous Waste facility, 3002 U.S. Highway 421 North, Wilmington, NC 28401.

Proposals addressed to Kim Roane, Business Officer, 3002 U.S. Highway 421 North, Wilmington, North Carolina, 28401 and marked "**RFB # 20-0465 Electronics Recycling**" will be accepted until **2:00 p.m. Tuesday, June 30, 2020**. Bids not received by the last date and time of acceptance will be rejected.

New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be in the best interest of the County.

Section 2: Instructions and General Conditions

2.1 Schedule

Wednesday, June 17, 2020	RFB issued
June 17, 2020 – June 22, 2020	Site visits by appointment with 24 hour notice (contact kroane@nhcgov.com ; or by phone (910) 798-4402).
Tuesday, June 23, 2020, 5:00 p.m.	Deadline for questions from bidders. All questions must be submitted in writing to kroane@nhcgov.com
Thursday, June 25, 2020	Responses to questions from bidders issued via written addendum.
Tuesday, June 30, 2020, 2:00 p.m.	Deadline for receipt of bids. All bids must be in a sealed envelope marked " RFB #20-0465 ELECTRONICS RECYCLING " and delivered to Kim Roane, Business Officer, NHC Environmental Management, 3002 U.S. Highway 421 North, Wilmington, NC 28401

2.2 Bidder Instructions

- 2.2.1** Proposals must be submitted in a sealed envelope properly marked “**RFB # 20-0465 Electronics Recycling**” and addressed to the County at the following address:

New Hanover County
Environmental Management
Attn: Kim Roane, Business Officer
3002 U.S. Highway 421 North
Wilmington, NC 28401

2.2.1(a) Proposals must be submitted on the enclosed Bid Price Sheet and must be signed by an authorized representative of the company.

2.1.1(b) All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made on the bid **must** be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

- 2.2.2** No telephone, electronic or facsimile proposals will be considered.
- 2.2.3** 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.
- 2.2.4** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids and as such shall constitute a firm offer that is binding for a period of ninety (90) days.
- 2.2.5** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County. Although price will be considered, it will not be the sole determining factor.
- 2.2.6** The County reserves the following rights, which may be exercised at its sole discretion:
- to reject any or all bids or any part thereof, or to accept any bid, or any part thereof;
 - to supplement, amend, substitute or otherwise modify this bid at any time;
 - to cancel this bid with or without the substitution of another bid;
 - to take any action affecting this bid, this bid process, or the services or facilities subject to this bid that would be in the best interests of the County;
 - to issue additional requests for information;

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- to require one or more bidders to supplement, clarify or provide additional information in order for the County to evaluate the bids submitted;
 - to conduct investigations with respect to the qualifications and experience of each bidder;
 - to waive any defect or irregularity in any bid received;
 - to reject any or all bids;
 - to award all, none, or any part of the items that is in the best interest of the County, with one or more of the bidders responding, which may be done with or without re-solicitation;
 - to enter into any agreement deemed by the County to be in the best interest of the County, with one or more of the bidders responding.

2.2.7 The successful vendor is expected to enter into a contract with the County.

2.2.8 All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened and as such will not be returned to the bidder.

2.2.9 The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

2.2.10 If the Vendor is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.

2.2.11 The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards regardless of whether or not they are referred to in the bid documents.

2.2.12 Bids must be submitted using the attached Bid Price Sheet.

2.2.13 Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.2.14 Before commencing any work and prior to contract execution, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in the attached DRAFT 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 the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

2.2.15 The successful bidder will be a contractor familiar with this type of work with the necessary equipment and personnel to perform the work within the required time.

2.2.16 All questions must be submitted in writing to kroane@nhcgov.com by 5:00 p.m. Tuesday, June 23, 2020. Answers shall be sent via written addendum by Thursday, June 25, 2020. Interested potential bidders must email kroane@nhcgov.com in order to receive any addendum that is issued.

2.3 TIME of Performance/COMPLETION SCHEDULE

Upon full contract execution, the CONTRACTOR will be issued a Purchase Order that shall serve as the notice to proceed. The contract term shall be three (3) years, with the option to renew for two (2) additional one- (1) year periods

Section 3: Scope of Work

SCOPE OF WORK

3.0 GENERAL

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

3.1 SCOPE OF WORK

Contractor shall:

- 3.11 Place a 48' to 53' trailer at a NHC designated site (currently the NHC landfill @ 5210 Hwy 421 North, Wilmington, 28401). Filled trailers typically weigh between 21,500 and 22,000 lbs, although this may vary;
- 3.12 Provide copy of e-stewards and/or R2 certifications;
- 3.13 Accept, at a minimum, the following items: computers(both desktop and laptops, monitors, printers, scanners, fax machines, other peripherals, televisions, copiers, battery back ups, etc. Please specify any electronic/electrical items specifically excluded;
- 3.14 Ensure 120 hour turn around after notification of full trailer. The current trailer pickup request frequency is approximately every 2 weeks, however this is dependent upon volume of items accepted from the public;

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- 3.15 Deliver gaylords, pallets (48x40) and shrink wrap as needed at time of trailer drop off;
 - 3.16 Provide separate trailer for special events upon request. It is not anticipated that this will occur more than once/year, and may not occur at all.
 - 3.17 Provide an itemized listing of collected items by category, including weight of each category. For example:
 - 17,609 lbs Televisions (CRT)
 - 1,500 lbs Televisions (LCD)
 - 747 lbs Monitors (CRT) 15 inch
 - 609 lbs CPU – EOL
 - 13 lbs Laptops – EOL
 - Etc.
 - 3.18 NHC Environmental Management reserves the option to use either a proposed price or the current State of N.C. contract pricing.

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**NEW HANOVER COUNTY
Environmental Management Department**

RFB #20-0465

ELECTRONICS RECYCLING

PRICE SHEET (page 1 of 2)

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Scenario or Description of Item	Category/Categories	Rate/Price per Pound charged to County	Rate/Price per Pound paid or rebated to County
<i>Other charges or rebates (specify)</i>			

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PRICE SHEET – page 2 of 2

References (3 required):

	Reference #1	Reference #2	Reference #3
Company			
Contact Name			
Contact Phone			
Contact Email			
Description & Date of Project			

Bidder's Attachments to Bid:

Exceptions to bid (if any)

Bid Certification and Notice to Proceed

The undersigned certifies they have the authority to commit to this bid and, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the **ELECTRONIC RECYCLING** services as specified in this bid and upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract:

Signature	
Printed Name and Title	
Date	
Email address	
Company Address	
Phone - Office	
Phone - Cell	

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Minority & Women Business Enterprise (MWBE)

Program Form

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

Signature: _____ Date: _____

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

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 _____, 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 Work. Contractor shall provide all labor, equipment and materials necessary for electronics recycling at the New Hanover County Household Hazardous Waste Facility, located at 3002 Hwy. 421 N., Wilmington, North Carolina, as more fully described on the attached "Scope of Services," referred to as Exhibit "A," and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from Notice to Proceed and all work shall be completed by June 30, 2023. This Agreement may be renewed under the same terms and conditions for an additional two (2) one (1) year periods upon mutual written approval.

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, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work

or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

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 insurance with a total limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, 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 CG 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 commercial umbrella, 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 excess of and not contribute with Contractor's insurance.

7.2 Workers' Compensation and Employer's Liability

7.2.1 Contractor shall maintain Workers' 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, 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.

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 work or 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, Commercial Umbrella Liability insurance with a limit of not less than \$2,000,000 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.

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 excess of and not contribute with Contractor's insurance.

7.4 Contractors Pollution Liability Insurance

7.4.1 Contractor shall maintain Contractors Pollution Liability covering losses caused by pollution incidents that arise from the operations of the

contractor described under the scope of services of this contract.

7.4.2 Contractor's Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$5,000,000 per claim, with an annual aggregate of at least \$10,000,000.

7.4.3 Contractors Pollution Liability shall include as an additional insured New Hanover County, its officers, officials, agents, and employees.

7.4.4 If Contractors Pollution Liability is written on a claims-made basis, the 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 work under the contract is complete.

7.4.5 If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to County evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to County under this Contract must be maintained in minimum amounts of \$5,000,000 per loss, with an annual aggregate of at least \$10,000,000.

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; or 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 such policies are subject, whether or not County is an insured under the policy.

7.6 Miscellaneous Insurance Provisions

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

7.6.2 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.

7.6.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not 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.

7.6.4 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

7.7.1 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 specific approval.

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 work, 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 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors 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 sub-contractors are properly insured.

7.10 Conditions

7.10.1 The insurance required for this Contract must be on forms acceptable to County.

7.10.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

7.10.4 Contractor shall promptly notify Environmental Management and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.10.6 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.

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

7.10.10 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

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

7.10.12 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by 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, 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 any annual appropriation for this purpose by the New Hanover County Board of Commissioners. In the event of non-appropriation of funds by the 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 Professional 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 carrying out the services to be performed under this Contract without the 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. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

18. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

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

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

21. 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.

22. 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).

23. 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 Environmental Management
Attention: Kim Roane, Business Officer
3002 Highway 421 North
Wilmington, North Carolina 28401

To Contractor:

24. 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.

25. 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.

CONTRACTOR

[SEAL]

President (Seal)

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 _____ an _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and sealed with its corporate seal.

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

Notary Public

My commission expires: _____

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NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]*