REQUEST FOR BIDS

FOR

FUTCHE CREEK & HOWE CREEK WATERSHED RECOVERY

RFB # 21-0212

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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Attachments:

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I. Drawings
Sealed bids addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “RFB # 21-0212 Futch Creek and Howe Creek Watershed Recovery” will be accepted until 3:00 P.M. EST, November 24, 2020.

New Hanover County (NHC) is accepting bids for the removal of debris and sediment in Motts Creeks Watershed in New Hanover County.

NOTE: The bid opening at 3:00 P. M. EST, November 24, 2020 will be accessible via Microsoft Teams only.
Bidders may Join by Phone:
Dial: 1-336-218-2051
Conference ID: 537762759#

You may also send an email to lbutler@nhcgov.com to receive an invitation to the meeting.

All prime bidders on this project must be pre-qualified in accordance with New Hanover County’s Pre-qualification Ordinance in order to bid and Project-Specific Pre-qualified. Bids will not be accepted unless the bidder is pre-qualified with the County and Project-Specific Pre-qualified. Bidders who previously obtained Project-Specific Pre-qualifications must provide an updated Project-Specific Pre-qualification package with updated project workloads, schedules, and financial information to be Project-Specific Pre-qualified for this project. Pre-qualification applications may be obtained at the County Legal Department, 230 Government Center Drive, Suite 155, Wilmington, NC 28403 or by visiting the County’s website at http://legalinsurance.nhcgov.com/contractors-approved-for-bidding/.

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

A Bid Bond Equal to 5% of the bid price is required by all bidders. The successful bidder will be required to provide Performance and Payment bonds equal to one hundred percent (100%) of the contract price.

No Bid may be withdrawn ninety (90) days after bid opening date.

The bidder shall make good faith efforts, as defined in the bid specifications, to subcontract 10% of the dollar value of the single prime contract to businesses owned and controlled by minorities.
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: Monday, October 26, 2020
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 26, 2020</td>
<td>RFB Issued</td>
</tr>
<tr>
<td>October 27 – November 13, 2020</td>
<td>Self-guided site visits</td>
</tr>
<tr>
<td>November 13, 2020</td>
<td>Deadline for Receipt of Pre-Qualifications</td>
</tr>
<tr>
<td>November 18, 2020</td>
<td>Notification to Bidders of Pre-Qualification Status</td>
</tr>
<tr>
<td>November 13, 2020 by 5:00 PM</td>
<td>Deadline for questions. All questions must be submitted in writing to Lena Butler at <a href="mailto:lbutler@nhcgov.com">lbutler@nhcgov.com</a>.</td>
</tr>
<tr>
<td>November 18, 2020</td>
<td>Questions will be answered via written addendum</td>
</tr>
<tr>
<td>November 24, 2020 @ 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 with attachments in a sealed envelope properly marked “**RFB # 21-0212 Futch Creek & Howe Creek Watershed Recovery**” and addressed to:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403
2.4 – Site Visit
Bidders may conduct a self-guided site visit while the bidding period is still open. Site visits are not mandatory but highly recommended. Please use extreme caution and be respectful of the adjacent property owners.

2.5 – Questions
Questions concerning the specifications in this Request for Bids (RFB) should be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com. Questions will be received until **November 13, 2020 by 5:00 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 Lena Butler, Purchasing Supervisor at email lbutler@nhcgov.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 lbutler@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 bid opening at **3:00 P.M. EST, November 24, 2020** will be accessible via Microsoft Teams only. Bidders may Join by Phone:
Dial: 1-336-218-2051
Conference ID: 537762759#
You may also send an email to lbutler@nhcgov.com to receive an invitation to the meeting.

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
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

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.

2.29 – Contract Contingent on Funding
Award of this project is contingent on execution of the contract between New Hanover County and the Natural Resources Conservation Service which will provide funding for the work.

2.30 - Certificate of Authority
Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.
Section 3 – Specifications for Futch Creek and Howe Creek Watershed Recovery

SPECIFICATIONS
FUTCH CREEK AND HOWE CREEK WATERSHED RECOVERY
NEW HANOVER COUNTY, NC

PART 100 – GENERAL PROJECT SPECIAL PROVISIONS

PART 200 – DEBRIS REMOVAL AND DISPOSAL

PART 300 - SEDIMENT REMOVAL AND DISPOSAL

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PART 100 - GENERAL PROJECT SPECIAL PROVISIONS

Section 100 - Scope of Work

100.1 - Project Description
This project provides for the removal of debris and sediment from streams and open drainage channels in Motts Creek watershed in New Hanover County. Quantities and unit prices will be tracked and documented for each creek’s watershed.

100.2 – Change Orders
Whenever it is necessary to make amendments to the contract to complete the work, provide time extensions, or to perform additional work, a change order shall be requested and agreed upon prior to any working taking place. Change orders will become part of the contract when executed by both parties of the contract. Change orders will be evaluated and addressed in the following manner:

100.2.A - Overruns of Contract Quantities
Site conditions may arise that will require additional unit quantity beyond the contract amount. In such cases, the unit price provided in the contract will be applied to the amount of overrun on the project up to 10% of the original contract quantity. If the overrun exceeds 10% of the original contract quantity, both parties of the contract shall negotiate and agree upon a revised unit price for the overrun quantity. Unity quantity overruns shall not be considered without proper documentation of the quantities utilized for the project (i.e. material weigh tickets, etc.).

If agreement cannot be reached on the unit price for overrun quantities in excess of 10% of the original contract quantity, the Engineer reserves the right to decrease the scope of work if needed to fit within funding constraints of the project.

100.2.B – Changes to Scope of Work
The Engineer reserves the right to make changes to the quantities and increase the scope of work in order to satisfactorily complete the project. If this occurs, the additional work will be documented and clearly defined, and both parties of the contract shall negotiate and agree upon an amendment for the change in scope.

If agreement cannot be reached on the amendment for an increase in scope of work, the Engineer reserves the right to receive additional bids for portions of the scope of work beyond the original contract.
**100.2.C – Named Storm Events**
Southeastern North Carolina is subject to natural disasters primarily of a named tropical cyclone nature. These storm events may impact the scope and schedule of the project. The Engineer may amend the contract to account for additional work resulting from the storm event and/or grant additional time for the project schedule. In such cases, the Engineer and Contractor shall negotiate and agree upon an amendment for changes in the project scope and schedule resulting from the storm event.

If agreement cannot be reached on the amendment for an increase in scope of work or schedule, the Engineer reserves the right to receive additional bids for portions of the scope of work beyond the original contract.

**100.2.D - Time Extensions**
Time extensions may be granted due to inclement weather and unforeseen circumstances beyond the Contractor’s control. Time extension requests must be submitted in writing to the Engineer within 5 business days of an event necessitating additional time. Documentation shall be provided by the Contractor to substantiate the claim. The Engineer reserves the right to verify the Contractor’s claim using daily inspection reports from the project. Time extensions will only be granted for the number of days that work could not be performed due to the documented event.

**100.3 - Contractor Pre-Qualification**
All bidders desiring to be the prime contractor on the project must be pre-qualified in accordance with New Hanover County’s Pre-qualification Ordinance in order to bid. Bids will not be accepted unless the bidder is pre-qualified. Pre-qualification applications may be obtained at the County Legal Department, 230 Government Center Drive, Suite 155, Wilmington, NC 28403 or by visiting the County’s website at http://legalinsurance.nhcgov.com/contractors-approved-for-bidding/.

In addition to the County’s standard Pre-Qualification process, Bidders are required to submit and become project-specific qualified in order to bid on the work included in this contract.

**100.4 - Examination of Drawings/Maps, Specifications, Contract, and Site**
The bidder shall carefully examine the site of the work described, drawings/maps, specifications, and contracts. The submission of a bid shall be considered evidence that the bidder has examined the information available, the work site, and available access
and is satisfied as to the conditions to be encountered, the scope and character and quality of the work to be performed and the requirements of the proposal and contract.

100.5 - Access
Access to the project sites is to be through existing easements, rights-of-way, and other pre-arranged points as identified in the drawings/maps and specifications. The following types of access points shall be subject to the conditions described for each:

100.5.A - NCDOT Right-of-Way
Contractor shall conduct the work in a manner as to not interfere or endanger travel upon the State highway system, nor obstruct or interfere with the proper maintenance thereof. Any damages or repairs to the State highway system resulting from the work shall be the responsibility of the Contractor.

Contractor shall provide and maintain proper signs, flagmen, and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments and supplements thereto.

The Engineer will obtain necessary encroachment agreements from NCDOT and provide to the Contractor. Contractor shall have a copy of the encroachment agreement present at the encroachment site at all times that work is being performed.

Contractor shall notify the Engineer in writing no less than ten (10) business days prior to any work within the NCDOT right-of-way. Material, debris, and equipment shall not be placed in the NCDOT right-of-way without the Engineer’s approval.

100.5.B – Cape Fear Public Utility Authority (CFPUA) Easements
Contractor shall perform the work in a manner that preserves existing water and sewer infrastructure and does not obstruct the repair and/or maintenance of water and sewer facilities. Any damages to water and sewer facilities resulting from the work under this contract will be the responsibility of the Contractor.

Contractor shall notify the Engineer in writing no less than ten (10) business days prior to accessing any CFPUA easement. Material, debris, and equipment shall not be placed in a CFPUA easement without the Engineer’s approval.

All debris created from establishing access is to be completely removed from the easement and/or chipped/mulched in place. Debris stockpiles shall not be left within the easement. Contractor shall grind any stumps to the ground. Root balls shall not be excavated so that the ground remains undisturbed. Burning is not permitted in the easements.
100.5.C – Drainage Easements
Contractor shall perform the work in a manner that preserves existing drainage infrastructure including, but not limited to, pipes, culverts, ditches, swales, and stormwater ponds. Any damages to drainage facilities and/or creation of an impediment to proper drainage resulting from the work under this contract will be the responsibility of the Contractor.

Contractor shall notify the Engineer in writing no less than five (5) business days prior to accessing any drainage easement. Material, debris, and equipment shall not be placed in a drainage easement without the Engineer’s approval.

All debris created from establishing access is to be completely removed from the easement and/or chipped/mulched in place. Debris stockpiles shall not be left within the easement. Contractor shall grind any stumps to the ground. Root balls shall not be excavated so that the ground remains undisturbed. Burning may be permitted in the easements with the Engineer’s written approval. If permitted, burning is subject to the rules and regulations of the New Hanover County Fire Department and the North Carolina Forest Service.

100.5.D – Conservation Easements
Contractor shall perform the work in a manner that minimizes the Contractor’s footprint within the easement. Disturbance of existing vegetation shall be limited to that which is absolutely necessary to gain access and perform the work under this contract. Contractor shall be diligent to limit removal of vegetation to undergrowth and small scrub brush. Every attempt shall be made to preserve trees greater than 6-inches in diameter. Contractor shall flag any trees greater than 6-inches in diameter and obtain the Engineer’s approval prior to removal.

Contractor shall notify the Engineer in writing no less than five (5) business days prior to accessing any conservation easement. Material, debris, and equipment shall not be placed in a conservation easement without the Engineer’s approval.

A majority of the debris is to be completely removed from the easement and/or chipped/mulched in place. Debris stockpiles shall not be left within the easement. Debris that remains shall remain in a state to encourage habitat and reestablishment of the conservation area. If stumps need to be removed, Contractor shall grind any stumps to the ground; root balls shall not be excavated so that the ground remains undisturbed. Burning may be permitted in the easements with the Engineer’s written approval. If permitted, burning is subject to the rules and regulations of the New Hanover County Fire Department and the North Carolina Forest Service.
100.5.D – Other Public Right-of-Way
Contractor shall notify the Engineer in writing no less than five (5) business days prior to accessing the right-of-way. Material, debris, and equipment shall not be placed within the right-of-way without the Engineer’s approval.

All debris created from establishing access is to be completely removed from the right-of-way and/or chipped/mulched in place. Debris stockpiles shall not be left within the easement. Contractor shall grind any stumps to the ground. Root balls shall not be excavated so that the ground remains undisturbed. Burning is not permitted in the right-of-way.

100.5.E – Drainage Paths Outside of Existing Right-of-Way and/or Easement
In areas where there is no right-of-way or easement for access, Contractor shall limit the access and operation to occur within the channel. Contractor shall not perform work outside of the banks of the channel or utilize areas outside of the channel for access unless otherwise authorized to do so.

All debris is to be completely removed. No chipping or mulching in place will be permitted. Debris shall not be stockpiled on the banks of the channel or on private property. Burning is not permitted within the channel.

When accessing and performing the work, the Contractor shall minimize impacts and footprint of the work utilizing timber mats, low ground pressure equipment, handwork, etc. as needed. Excessive rutting and disturbance of sensitive areas is not permitted and any and all remediation will be the responsibility of the Contractor.

Contractor shall restore all areas disturbed as a result of the work performed to the satisfaction of the Engineer. Contractor shall exercise every reasonable precaution during the work to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surface or other property; or pollution of the air. Contractor shall comply with applicable rules and regulations of the North Carolina Division of Environmental Management and the New Hanover County ordinances. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the Contractor shall remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Engineer.

The Engineer reserves the right to stop all work if the Contractor is found to be out of compliance with the specifications herein.

If desired, permission for other forms or locations of access beyond those identified in the drawings/maps and specifications is the responsibility of the contractor to negotiate with any property owners and obtain the necessary permission to gain access across the
property. The County shall be held harmless from any damages that may occur outside of the access identified on the drawings/maps and specifications for the project. Contractors should review Access identified in the project maps/drawings and/or specifications as part of their field investigation prior to bidding the project. Measurement and payment for work associated with Access shall be considered incidental to Lump Sum unit price for **Item 107 – Mobilization.**

**Section 101 - Prosecution and Progress**

**101.1 – General**

It is the intent of these specifications that the Contractor shall commence work upon execution of the contract and issuance of the Notice to Proceed or as soon thereafter as practicable.

The Contractor shall perform the work diligently and with crews of sufficient number, ability, supervision, equipment, and means of performing the work to complete the work described within the project timeframe granted in the contract.

**101.2 – Schedule**

**101.2.A - Project Timeframe**

All work included in this contract is to be complete within 90 calendar days from the notice to proceed. Extensions may be granted for reasons such as change in scope or inclement weather. Requests for extensions are to be made in writing to the Engineer within 5 days from the day of occurrence of the event causing the delay.

**101.2.B - Work Hours**

Standard work hours shall be between 7 am and 6 pm on weekdays excluding County holidays. Requests for work outside of standard hours may be made in writing to the Engineer.

**101.2.C – Project Schedule**

Contractor shall provide a detailed schedule to the Engineer prior to beginning work. Schedule shall provide sufficient detail to communicate when the Contractor anticipates to be performing work in areas throughout the project. Work shall not commence until a schedule is provided and accepted by the Engineer.

**101.3 – Preconstruction Conference**

A preconstruction conference is required. Work shall not commence nor shall any equipment or crews be mobilized until the preconstruction conference has taken place. Upon Notice to Proceed, Contractor shall contact the Engineer to schedule the preconstruction conference.

**101.4 – Progress Meetings**
After work on the project has begun, progress meetings may be held periodically at the discretion of the Engineer and may be requested by the Contractor. Construction conferences shall be scheduled at times mutually agreeable to the Contractor and the Engineer.

101.5 – Subletting of Contract
The Contractor shall not sublet and/or assign the contract without written consent of the Engineer. All requests to sublet the work shall be submitted in writing to the Engineer for approval. The Engineer reserves the right to request additional documentation and pre-qualification information for the Sub-Contractor.

Subletting of the contract without written consent may constitute grounds for termination of the contract.

101.6 – Failure to Maintain Satisfactory Progress
The Engineer will perform periodic checks of the Contractor’s progress. The Contractor’s progress may be considered unsatisfactory as follows:

101.6.A – The percentage of the work completed is less than the percentage of contract time elapsed by more than 25%.

101.6.B – The Contractor fails to begin work within 30 days of Notice to Proceed.

101.6.C – The Engineer anticipates the Contractor will not complete the work described in the contract within the contract completion timeframe.

When the Contractor’s progress is found to be unsatisfactory, the Engineer may request in writing that the Contractor provide the reason for the unsatisfactory progress in writing and produce supporting documentation for the claim.

When the Contractor cannot satisfactorily justify the unsatisfactory progress, the Engineer may apply the following actions:

1) Withhold anticipated liquidated damages from amounts currently due or become due.

2) Exclude the Contractor from future project-specific pre-qualifications.

If any of the above actions are taken by the Engineer, they shall remain in effect until rescinded by the Engineer.

101.7 – Liquidated Damages
Failure to complete the work within the contract time will result in assessment of liquidated damages of $250/day.
**101.8 – Extension of Contract**
The term of the contract may be extended when requested and approved in accordance with Section 100.2.D.

**Section 102 – Measurement and Payment**
The Contractor shall provide monthly progress payment estimates to the Engineer for work performed during the period. Progress payments shall be based upon the percentage of the work completed during the period of the payment estimate. The Engineer will compare the progress payment estimate against any material tickets received and inspection reports to verify that the progress is commensurate with the percentage requested.

The final progress payment will be held until the final inspection has been performed and the work has been accepted as satisfactorily completed.

**Section 103 – Maintenance of Traffic**

103.1 – General
Contractor shall provide and maintain proper signs, flagmen, and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments and supplements thereto.

103.2 – NCDOT Time Restrictions
Generally, lane closures on NCDOT routes, if necessary, may be permitted between the hours of 9 AM and 4 PM, Monday thru Friday, excluding State and Federally observed holidays. Major Arterials (i.e. Market Street (US 17), College Road, Carolina Beach Road, Castle Hayne Road, etc.) may have further restrictions (including night work only) and may require development of site specific traffic control plans prepared by a licensed professional engineer depending on the scope of work to be performed within the NCDOT right-of-way. Contractor shall evaluate the project, means and methods for performing the work, traffic control guidelines, and existing traffic volumes to determine what may be necessary to maintain traffic while the work is being completed.

**Section 104 – Responsibility to the Public**

104.1 – Laws to be Observed
The Contractor shall keep themselves fully informed, comply, and abide by all Federal, State, and Local Laws, ordinances and regulations having jurisdiction or authority over the work that is being engaged as part of the project.

104.2 – Permits and Licenses
The Contractor is fully responsible and shall procure all permits and licenses necessary to mobilize and complete the work except as otherwise specified. All fees, taxes, charges, and fines resulting from any non-compliance shall be the responsibility of the contractor.
104.4 – Protection and Restoration of Property

Protection of Existing Vegetation. Existing vegetation is to be protected to the maximum extent practical. Any trees greater than 6-inches that are required to be removed for access are to be flagged and approved by the Engineer prior to removal. Damages for any unauthorized tree removal will be assessed per the New Hanover County tree protection ordinance.

Protection of Existing Infrastructure or Property. Any damage to existing infrastructure or property caused by the Contractor that occurs during the course of the work is the responsibility of the Contractor to repair. Any existing damage in or near the work area should be documented and brought to the attention of the Engineer prior to beginning work.

104.5 – Control of Erosion, Siltation, and Pollution

Contractor shall restore all areas disturbed as a result of the work performed to the satisfaction of the Engineer. Contractor shall exercise every reasonable precaution during the work to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surface or other property; or pollution of the air. Contractor shall comply with applicable rules and regulations of the North Carolina Division of Environmental Management and the New Hanover County ordinances. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the Contractor shall remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Engineer.

Section 105 – Control of Material

105.1 – Stockpiling of Material

Stockpiling of material and/or debris is anticipated within the normal course of operations. Contractor shall only stockpile material and/or debris that can be utilized and/or removed within the work day on which the stockpile was created. Contractor shall not have any material stockpile or debris pile remaining in the project area at the end of each work day. Staging areas may be available for stockpiling for longer than one working day if identified within these specifications or on the project drawings/maps. The Contractor may identify and submit requests to the Engineer in writing for approval of additional staging areas for the work.

When stockpiling material and/or debris, Contractor shall be aware of utilities, personal property, etc. and shall not place material on such items. Any damages to utilities, personal property, etc. due to placing and removing stockpiles shall be the Contractor’s responsibility to properly restore and/or repair.

Section 106 – Control of Work

106.1 – Authority of the Engineer
The Engineer, or duly authorized representative, will decide all questions that may arise related to quality and acceptance of the work; interpretation of the contract; and fulfillment of the contract by the Contractor.

The Engineer shall have the authority to issue written directives and orders to the Contractor that the Engineer considers necessary to the completion and progress of the work and shall have authority to see that the Contractor carries the orders out promptly. Failure of the Contractor to carry out written directives and orders of the Engineer may be justification for disqualifying the Contractor from future project-specific pre-qualifications.

106.2 – Cooperation by Contractor
The Contractor shall cooperate with the Engineer, Inspectors, other contractors, property owners, and utility owners in every way possible and shall give the work the attention necessary to complete the project in a timely and satisfactory fashion. If suspension of work is needed, Contractor shall notify the Engineer at least 2 calendar days in advance and provide 2 calendar days of advanced notice prior to resuming work.

106.3 – Cooperation with Utility Owners
106.3.A - Protection of Existing Utilities
Contractor shall locate, identify, and protect from damage any existing utilities in the work area. Any damage to existing utilities is the responsibility of the Contractor to repair.

106.3.B – Interference with Existing Utilities
Contractor shall not interfere with utility operations and service during the course of the work. Contractor shall not block fire hydrants, manholes, meters, access, etc. in the course of performing the work included in the contract.

106.4 – Authority and Duties of the Inspector
Inspectors employed by New Hanover County are authorized to inspect all work performed and if necessary reject work and/or materials until any necessary decision or determination is made by the Engineer. The Inspector is not authorized to alter or waive the requirements of the contract, issue instructions contrary to the contract, or act as foreman for the Contractor. The Inspector is not authorized to make any final acceptance of the work.

106.5 – Inspection of Work
All work shall be subject to the inspection by the Engineer and other agencies having jurisdiction over the work being performed. The Contractor shall allow and provide for reasonable access to the work being performed and shall furnish information and assistance as required to make a complete inspection.
The presence of the Engineer or Inspector shall not reduce or eliminate the Contractor’s contractual responsibilities.

**106.6 – Limitations of Operations**
The Contractor shall minimize the footprint of the work site for the nature of the work to be completed. Work shall not extend beyond the authorized easement limits for the project, or in areas where easements are not present, the limits of the drainage channel where the work is to be performed.

Within easements, the Contractor shall only work within the limits necessary to adequately access and perform the work. The Contractor shall be diligent and cautious to preserve vegetation and the natural environment and to respect neighboring properties and residents.

When accessing and performing the work, the Contractor shall minimize ground disturbance from impacts and footprint of the work utilizing timber mats, low ground pressure equipment, handwork, etc. as needed. Excessive rutting and disturbance of sensitive areas is not permitted and any and all remediation and any fines or penalties resulting from excessive disturbance will be the responsibility of the Contractor.

**106.7 – Noise Control**
The contractor shall prevent excessive noise levels during the project per the County Noise Ordinance. The Contractor shall provide baffles and/or enclosures on any equipment that must be operated outside of standard work hours.

**106.9 – Inspection and Acceptance**
Upon completion of the entire project, the Engineer will inspect the project for final acceptance. Additional agencies may be present for final inspection due to various funding sources and jurisdictional responsibilities. If all work is found to be satisfactorily completed, the project will be accepted.

If the inspection discovers unsatisfactory work, the Contractor shall immediately correct, repair, or complete the work identified as unsatisfactory. The project will not be considered satisfactorily completed until all identified unsatisfactory work has been adequately addressed and accepted by the Engineer.

**Section 107 – Mobilization**

**107.1 - Description**
This item includes all preparatory work and operations for the project, including but not limited to:
A. Movement of personnel, equipment, supplies, and incidentals to and from
the project site.

B. Establishment of temporary fencing, staging areas, temporary access
including removal of debris to establish access to the project site and haul
routes and other facilities as necessary to complete the work in accordance
with Section 100.5 - Access.

C. Maintenance of vehicle and construction traffic in accordance with Section
100.5 – Access and Section 103 – Maintenance of Traffic.

D. Performance bond, labor and materials bond and insurance.

E. Any work outside the limits of construction to restore areas disturbed by the
Contractor to their original condition including pavement rehabilitation,
grading, seeding, mulching, cleaning, and disposal.

F. Any temporary flow diversion or dewatering required to perform the work.
Adequate drainage flow through all channels must be maintained at all times
during the work.

G. Restoration of all areas disturbed in the performance of the work and any
necessary erosion and sedimentation control measures to properly conduct
the work within the contract.

107.2 – Measurement and Payment
Mobilization will be paid at the lump sum price provided in the contract. The
mobilization bid amount shall be paid equally in the first two (2) monthly partial pay
estimates up to 50% of the total bid amount. Any mobilization amount exceeding 50%
of the total bid amount will be paid on the final payment.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

END OF PART 100
PART 200 – DEBRIS REMOVAL AND DISPOSAL

Section 201 – Vegetative Debris Removal

201.1 – Description
The work covered by this section consists of clearing of debris from streams and ditches in the areas indicated on the project location map. Hand tools and mechanical equipment including, but not limited to, shears pruning saws, hatchets, axes, winches, hooks or chain saws may be used to perform the work as described below:

A. Vegetative Debris. Remove fallen logs and branches from the channel and side slopes.
B. Embedded Logs. Fully embedded logs parallel to the channel should not be removed. Partially embedded logs with the potential to trap debris should be cut near the ground and removed as vegetative debris.
C. Uprooted Trees. Uprooted trees in or over the channel and side slopes are to be cut within two (2) ft of the roots and the root ball replaced in the original location. The cut portion shall be removed as vegetative debris.
D. Leaning Trees. Trees leaning over the channel at an angle greater than 30 deg from vertical shall be removed. The tree shall be cut within two (2) ft of the roots and the root ball replaced in the original location. The cut portion shall be removed as vegetative debris.

Use of ATVs, UTVs, tracked equipment, etc. may be permitted by the Engineer. Contractor shall submit requests to use such equipment in writing and include specific locations and plan/details regarding how the equipment will be used and means and methods of minimizing disturbance.

201.2 – Measurement and Payment
Vegetative debris, log and tree removal will be measured and paid at the unit price per linear feet (LF) of drainage way cleared.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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</thead>
<tbody>
<tr>
<td>Vegetative Debris Removal</td>
<td>Linear Feet</td>
</tr>
</tbody>
</table>

Section 202 – Non-Vegetative Debris Removal

202.1 – Description
The work covered by this section consists of removal of non-vegetative debris from the channel and side slopes of streams, ditches, and drainage easements in the areas indicated on the project location map. Hand tools and mechanical equipment adequate to satisfactorily complete the work in compliance with the drawings/maps and specifications may be utilized to complete the work. Use of ATVs, UTVs, tracked equipment, etc. may be permitted by the Engineer. Contractor shall submit requests to use such equipment in writing and include specific locations and plan/details regarding how the equipment will be used and means and methods of minimizing disturbance.
non-vegetative debris shall be completely removed from the project site, hauled from the project site, and disposed of at the New Hanover County Landfill or other properly permitted disposal site that is equipped with certified scales and has capabilities to produce weight tickets for payment.

202.2 – Measurement and Payment
Non-vegetative debris removal, hauling, and proper disposal will be measured and paid at the unit price per Ton of Non-Vegetative Debris Removal and Disposal as documented on certified weight tickets.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Vegetative Debris Removal &amp; Disposal</td>
<td>Ton</td>
</tr>
</tbody>
</table>

Section 203 – Vegetative Debris Disposal
203.1 – Description
The work covered by this section consists of disposing of vegetative debris that is removed from drainage paths. Disposal shall be performed utilizing one of the following prescribed methods:

A. Vegetative Debris Off-site Disposal. Once removed from the drainage path, Contractor shall haul and dispose of the vegetative debris at the New Hanover County Landfill or other location permitted for proper disposal, equipped with certified scales, and has capabilities to produce weigh tickets for documentation.

B. Chipping and/or Mulching in Place. In areas adjacent to an existing easement, Contractor may chip and/or mulch debris within the easement after it is removed from the drainage path. The resulting mulch and wood chips shall be spread on the easement at a depth not-to-exceed four (4) inches.

C. Vegetative Debris On-site Disposal. In cases where debris is of significant size and/or there is insufficient access to remove vegetative debris, the Engineer may permit on-site disposal. Debris will be oriented parallel to the channel as far as possible from top of the bank. At no time, shall the removed debris be placed less than five (5) feet from the top of bank. This will not be considered an option, at any time, in urban environments, on manicured/landscaped properties, or on easements where it may restrict access and maintenance of facilities within the easement. Contractor shall not utilize this form of disposal without written approval by the Engineer including documentation with maps, drawings, etc. authorizing the use of this method for a specific portion of the project.
203.2 – Measurement and Payment
Vegetative Debris Off-Site Disposal will be measured and paid per Ton of Vegetative Debris Off-Site Disposal as documented on certified weight tickets.

Chipping and/or Mulching in Place shall be included and bid under the unit price bid per linear feet of Item 201 - Vegetative Debris Removal.

Vegetative Debris On-Site Disposal shall be included and bid under the unit price bid per linear feet of Item 201 - Vegetative Debris Removal.

<table>
<thead>
<tr>
<th>Pay Item</th>
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<tbody>
<tr>
<td>Vegetative Debris Off-Site Disposal</td>
<td>Ton</td>
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</tbody>
</table>

END OF PART 200
PART 300 – SEDIMENT REMOVAL AND DISPOSAL

Section 301 – Sediment Removal

301.1 – Description
The work covered by this section consists of removal of sediment from streams and ditches in the areas indicated on the project location map and as defined below:

A. Work Limits. Sediment removal is limited to 200’ from both the upstream and downstream ends of culverts.

B. Permit. In jurisdictional streams, sediment removal is permitted by Army Corps of Engineers (ACE) Nationwide Permit 3. The Contractor is to adhere to conditions of this permit and provide pre-construction notification to the Wilmington division of the US Army Corps of Engineers prior to sediment removal. Permit notification is considered incidental to sediment removal. Contractor shall not proceed with any sediment removal until the pre-construction notification has been completed and conditions of the permit have been met.

C. Removal Depth. Remove sediment from the channel to provide positive drainage from points 200’ upstream and downstream of culverts. Provide center line construction staking at 25’ maximum intervals to establish cut depths. The Engineer is to approve staking prior to beginning sediment removal work.

301.2 – Measurement and Payment
Sediment removal will be measured and paid at the unit price per linear feet (LF) of drainage way cleared.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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</thead>
<tbody>
<tr>
<td>Sediment Removal</td>
<td>Linear Feet</td>
</tr>
</tbody>
</table>

Section 302 – Sediment Disposal

302.1 – Description
The work covered by this section consists of disposing of sediment that is removed from drainage paths. Disposal shall be performed utilizing one of the following prescribed methods:

A. Off-site Sediment Disposal. Once removed from the drainage path, Contractor shall haul and dispose of the removed sediment at the New Hanover County Landfill or other location permitted for proper disposal, equipped with certified scales, and has capabilities to produce weigh tickets for documentation.

B. Spread in Place. Contractor may request in writing to dispose of the sediment by spreading adjacent to the project site. The request must include a map indicating the area that the Contractor wishes to disperse the material and the estimated depth of the spread material. The Engineer may approve the request in
writing if it is found to be acceptable. Contractor shall not utilize this method without written consent from the Engineer. If permitted, dispersed material must be properly and satisfactorily stabilized in order for the work to be considered satisfactorily complete.

302.2 – Measurement and Payment

*Off-Site Sediment Disposal* will be measured and paid per Ton of Off-Site Sediment Disposal as documented on certified weight tickets.

*Spread in Place* shall be included and bid under the unit price bid per linear feet of *Item 301 - Sediment Removal*.

<table>
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<th>Pay Unit</th>
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<tbody>
<tr>
<td>Off-Site Sediment Disposal</td>
<td>Ton</td>
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</table>

END OF PART 300
NEW HANOVER COUNTY
Futch Creek and Howe Creek Watershed Recovery
RFB # 21-0212

Deadline for Receipt of Bids: **November 24 @ 3:00 PM EST**

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.

**CONTRACTOR’S NAME:** _______________________________

**OFFICE PHONE:** _______________________________

**CELL PHONE:** _______________________________

**ADDRESS:** _______________________________

**EMAIL ADDRESS:** _______________________________

Acknowledgment of Addendum:

Addendum #______ Dated: _______________

Addendum #______ Dated: _______________

<table>
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<tr>
<th>Item</th>
<th>Description</th>
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**Total**
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**Total**

Signature

Printed Name

Date
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.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each 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. **Procurement of Recovered Materials.**

9.1 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L.

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 website, 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 will 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.
Section 6 – Project Specific Prequalification

NEW HANOVER COUNTY

230 Government Center Drive ~ Suite # 125
Wilmington, NC 28403
Phone: 910-798-7153 ~ Fax: 910-798-7157

CONTRACTOR PROJECT SPECIFIC PRE-BID-QUALIFICATION

POLICY

All contractors who intend to bid on Futch Creek and Howe Creek Watershed Recovery for New Hanover County must complete and submit this form, for review and qualifying determination of approval by the County. This form will serve to prequalify contractors to perform work for New Hanover County as well as prequalify contractors for this specific project. To be considered, all pre-qualification forms must be received on or before the posted date and time.

Form can be emailed to Renee Chesnut at rchesnut@nhcgov.com. Fax or mail is also acceptable.

Explanation of Pre-Qualification Selections:

Should a contractor want an explanation of their submittal’s non-qualifed status on an individual project, they should contact the owner in writing (email is sufficient) for an explanation within 3 business days of notification of the prequalified contractor’s list.

Project Description:

This project provides for the removal of debris and sediment from streams and open drainage channels in Futch Creek and Howe Creek Watersheds in New Hanover County. Project will require working in and around sensitive areas, private property and other restricted access locations. All federal, state and local regulations must be followed.

Project Narrative and Summary of Scope:

In 2018, Hurricane Florence inflicted significant damages throughout New Hanover County including substantial flooding of drainage systems and natural streams and creeks throughout the County. The flooding resulted in significant amounts of debris and erosion within the drainage paths. New Hanover
County has received funding through the USDA NRCS to remove debris and sediment from creeks and drainage ways throughout the County and to repair/restore areas that were identified in the aftermath of Hurricane Florence. This project provides for the removal of debris and sediment from streams and open drainage channels in Futch Creek and Howe Creek watersheds in New Hanover County.

The Undersigned certifies that the following information is accurate and complete:

Section 1. MINIMUM REQUIREMENTS

1. a. CONTACT INFORMATION:

Company Name: _________________________________________________________
Attention: _______________________________________________________________
Physical Address: _________________________________________________________
Mailing Address: _________________________________________________________
Phone: ____________________ Fax: ____________________ Cell phone: _____________
E-Mail: ____________________
Principal Office Local: ____________________________________________________
Primary Contact Name: _________________________________________________
Primary Contact E-Mail Address: ___________________________________________
Secondary Contact Name: ________________________________________________
Secondary Contact E-Mail Address: _________________________________________

CONTRACTOR'S HISTORY

Size/Capacity

1. b. (1) How many full-time permanent employees will serve this project? __________________________

1. b. (2) What type of equipment does your company own that is specific to this project? List:

1. b. (3) List the annual dollar value of work the company has performed for each year over the last 5 calendar years (if applicable).

| 1_____ (yr) | 2_____ (yr) | 3_____ (yr) | 4_____ (yr) | 5_____ (yr) |
Section 2. GENERAL REQUIREMENTS

Experience

2. a. (1) Number of years in business as a contractor under the company name listed in 1.a., above: __________ years. List any other names your firm operated under previously.

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<td>5</td>
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2. a. (2) List date, State and type of incorporation, partnership, or proprietorship establishment:
______________________________________________________________________________

<table>
<thead>
<tr>
<th>Date</th>
<th>State/Type (incorporation, partnership/proprietorship)</th>
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</table>

2. a. (3) List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

Title: __________________________ Full Name: ______________ Yrs Service:______________

Title: __________________________ Full Name: ______________ Yrs Service:______________

Title: __________________________ Full Name: ______________ Yrs Service:______________

Title: __________________________ Full Name: ______________ Yrs Service:______________

2. a. (4) Has your company ever performed work for New Hanover County, State of North Carolina and/or related public agencies and/or this specific agency/institution? □ Yes □ No

If yes, list the name of the agency, project, dollar value, and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five to ten (5-10) years.

<table>
<thead>
<tr>
<th>State/Public Agency</th>
<th>Project Name</th>
<th>Dollar Value</th>
<th>Owner Agency Contact Info</th>
<th>Scheduled-Actual Completion Date</th>
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2. a. (5) Has your organization been pre-qualified to bid on a New Hanover County, State agency/institution project and failed to submit a bid without notice of good cause a minimum of one day before bid date? ☐ Yes ☐ No If yes, on a separate sheet list name of project and reason you did not submit a bid.

**Office Locations**

2. b. Will this project be managed and directed from an office in NC? An office in NC is defined as “The principal place from which the trade or business of the bidder is directed or managed,” per GS 143-59 (c). ☐ Yes ☐ No

**Workload**

2. c. How many projects do you currently have under contract or in progress, what is their total dollar value, percentage complete and currently anticipated completion dates?

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<tr>
<th>#3 –Project Name</th>
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<tbody>
<tr>
<td>Description of Work Performed</td>
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<tr>
<td>Owner Name/ Representative</td>
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<tr>
<td>Owner Address/Phone #</td>
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<tr>
<td>Contract Dollar Value</td>
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<td>Percentage Complete</td>
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<td>Current Anticipated Completion Date</td>
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<th>#1 –Project Name</th>
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<td>Description of Work Performed</td>
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<td>Current Anticipated Completion Date</td>
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<th>#2 –Project Name</th>
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<td>Description of Work Performed</td>
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</table>
Quality Control/Administration

2. d. Describe quality control procedures, including contractor inspection and approval processes. List the most recent project where these procedures were used, and provide contact names and telephone numbers.

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<tr>
<th>Quality Control Procedures</th>
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<tbody>
<tr>
<td>Project Name</td>
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<tr>
<td>Owner Name/Representative</td>
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<tr>
<td>Address/Phone #/Email</td>
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<tr>
<td>Contractor Inspection Process</td>
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<tr>
<td>Approval Process</td>
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</table>

Safety Record

2. e. List your company’s Experience Modification Rate (EMR) for past three years. (Attach OSHA 300 Log for the last 3 years.) Have you attached OSHA 300 log? □ Yes □ No

Present Rate  Last Rate  Year before rate
If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project:

List any OSHA fines and job site fatalities in the past 3 years with an explanation:

CURRENT PROJECTS:

Use this area to list any other major ongoing undertakings, including identity of job, location, customer, agreed amount to complete, stage of progress and scheduled completion.

Estimate as closely as possible the total worth of other work in progress. $_________________
Section 3. PROJECT SPECIFIC REFERENCES

3. a. Please identify three projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. Include projects that involved the removal of vegetative debris (i.e. large downed trees, etc.) and sediment from streams, creeks, drainage conveyances and watersheds including areas with at times limited access except from the channel itself and at times limited ability for use of large equipment. The similar projects should have been completed within the last ten (10) years, at least one of which within the last five (5) years. Include:

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<tr>
<th>#1 – Similar - Project Name</th>
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<tr>
<td>Project description and its similarity to proposed project</td>
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<td>Role and Responsibility</td>
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<td>Equipment and techniques used</td>
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Sub-Contractor Relations – References from similar relevant projects

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<td>#2 – Sub-Contractor Reference</td>
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<td>#3 – Sub-Contractor Reference</td>
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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 d-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
New Hanover County
Minority and/or Women Business Enterprise
(M/WBE) Program

Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.
Policy Statement
It is the policy of New Hanover County that minority businesses, as defined by North Carolina General Statute 143-128 have maximum opportunity to participate in the performance of contracts and subcontracts funded in whole or in part with public funds. This includes all aspects of the County’s contracting and procurement programs, including but not limited to construction projects, supplies and materials, as well as professional and personal service contracts.

Goals and Good Faith Efforts
Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

<table>
<thead>
<tr>
<th>M/WBE</th>
<th>10%</th>
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Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by the County prior to contract award. Firms qualifying as “M/WBE” for the County’s goals must be certified by the NC Department of Historically Underutilized Businesses (NCHUB) or by the NC Department of Transportation (NCDOT). Firms qualifying as “WBE” must be designated as “women-owned business and firms qualifying as “MBE” must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/default.aspx and NCDOT firms may be found at https://partner.ncdot.gov/VendorDirectory/default.htmlhttps://partner.ncdot.gov/VendorDirectory/default.html.

**Please note: A contractor may utilize any firm desired; however, in order for the County to count the participation towards the goal, all M/WBE vendors who wish to do business as a minority or female must be certified by NC HUB or NCDOT.**

The Bidder shall make good faith efforts to encourage participation of M/WEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE’s listed by the Contractor on the Identification of Minority/Women Business Participation which are determined by the County to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the County to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.
The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.
Instructions

The Bidder shall provide with the bid the following documentation:

☐ Identification of Minority/Women Business Participation
   (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit A (if subcontracting)

OR

☐ Identification of Minority/Women Business Participation
   (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit B (if self-performing; must attest that bidder does not customarily subcontract
   work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is
subcontracting anything must provide the following information:

☐ Affidavit C (if aspirational goals are met or are exceeded)

OR

☐ Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

☐ Letter(s) of Intent or Executed Contracts

**With each pay request, the prime contractors will submit the Proof of Payment Certification, listing
payments made to M/WBE subcontractors.

***If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation
Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement
between the Contractor and the County for performance of contracts. Failure to comply with any of
these statements, affidavits or intentions or with the minority business guidelines shall constitute a
breach of the contract. A finding by the County that any information submitted (either prior to award of
the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also
constitute a breach of the contract. Any such breach may result in termination of the contract in
accordance with the termination provisions contained in the contract. It shall be solely at the option of
the County whether to terminate the contract for breach or not. In determining whether a contractor has
made Good Faith Efforts, the COUNTY will evaluate all efforts made by the Contractor and will
determine compliance in regard to quantity, intensity, and results of these efforts.
NEW HANOVER COUNTY
Identification of Minority/Women Business Participation

I, ________________________________ (Name of Bidder)
do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

<table>
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<tr>
<th>Firm Name, Address and Phone #</th>
<th>Work type</th>
<th>*M/WBE Category</th>
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*M/WBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

If you will not be utilizing M/WBE contractors, please certify by entering zero “0”

The total value of MBE business contracting will be ($) ________________.

The total value of WBE business contracting will be ($) ________________. 
NEW HANOVER COUNTY AFFIDAVIT A – Listing of Good Faith Efforts

County of ____________________________ (Name of Bidder)

Affidavit of ____________________________

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

☐ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☐ 2 –(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

☐ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

☐ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.

☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: ______________ Name of Authorized Officer: ____________________________

Signature: _______________________________________________________________

Title: ________________________________________________________________

State of___________, County of________________________

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

Notary Public ____________________________

My commission expires ____________________________

RFB # 21-0212 FUTCH CREEK & HOWE CREEK WATERSHED
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NEW HANOVER COUNTY --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of ________________________________

Affidavit of ____________________________________________ (Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ________________________________contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: ___________ Name of Authorized Officer: ________________________________

Signature: ________________________________

Title: ________________________________

State of ________________________________, County of ________________________________

Subscribed and sworn to before me this ____________ day of ______ 20___

Notary Public ________________________________

My commission expires ________________________________
NEW HANOVER COUNTY - AFFIDAVIT C - Portion of the Work to be Performed by M/WBE Firms

County of ____________________________
(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and 128.4(a),(b),(c) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of ____________________________ I do hereby certify that on the ____________________________
(Name of Bidder)
_____________________
(Project Name)

Project ID# ____________________________ Amount of Bid: $ ____________________________

I will expend a minimum of _________ % of the total dollar amount of the contract with M/WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets, if needed

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*M/WBE Category</th>
<th>Work description</th>
<th>Dollar Value</th>
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</table>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (S), Disabled (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: ____________ Name of Authorized Officer: ______________________________

Signature: ___________________________________

Title: ____________________________________

State of ____________, County of _________

Submitted and sworn to before me this _______day of ________, 20____
Notary Public ____________________________
My commission expires ____________________
NEW HANOVER COUNTY AFFIDAVIT D – Good Faith Efforts

County of ______________________
(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

<table>
<thead>
<tr>
<th>If the goal of 10% participation by minority/women business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:</th>
</tr>
</thead>
</table>

Affidavit of ______________________________ I do hereby certify that on the ______________________________

(Name of Bidder)

______________________________ (Project Name)

<table>
<thead>
<tr>
<th>Project ID# ____________________</th>
<th>Amount of Bid $ ____________________</th>
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I will expend a minimum of ______% of the total dollar amount of the contract with M/WBE firms. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.
(Attach additional sheets if needed)

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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.
G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date:_______________ Name of Authorized Officer: ______________

                     Signature: ________________________________
                     Title: ______________________________________

State of ______________, County of _________________________

Subscribed and sworn to before me this _______day of ______

20____

Notary Public ___________________

My commission expires __________
LETTER OF INTENT
M/WBE Subcontractor Performance

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: ____________________________________________________________

(Project Name)

TO: ________________________________________________________________

(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

_____ Minority Business Enterprise   _____ Women Business Enterprise

The M/WBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required).   ___ Yes   ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

<table>
<thead>
<tr>
<th>Work/Materials/Service Provided</th>
<th>Dollar Amount of Contract</th>
<th>Projected Start Date</th>
<th>Projected End Date</th>
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_________________________________________

(Date)

_________________________________________

(Address)

_________________________________________

(Name & Phone No. of M/WBE Firm)

_________________________________________

(Name & Title of Authorized Representative of M/WBE)

_________________________________________

(Signature of Authorized Representative of M/WBE)
REQUEST TO CHANGE M/WBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: __________________________________________

Bidder or Prime Contractor: __________________________________________

Name & Title of Authorized Representative: ______________________________________

Address: ______________________________________ Phone #: _____________________________

________________________________________ Email Address: ________________________

Total Contract Amount (including approved change orders or amendments): $__________

Name of subcontractor: __________________________________________

Goods or services provided:

Proposed Action:

___ Replace subcontractor
___ Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___ The listed MBE/WBE is bankrupt or insolvent.

___ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:
Name of replacement subcontractor: __________________________

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The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___Yes ___No

Dollar amount of original contract $________________

Dollar amount of amended contract $ _______________

Other Proposed Action:

___Increase total dollar amount of work
___Decrease total dollar amount of work
___Add additional subcontractor
___Other

Please describe reason for requested action: _________________________________________
_________________________________________________________________
_________________________________________________________________

If adding* additional subcontractor:

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___Yes ___No

*Please attach Letter of Intent or executed contract document

Dollar amount of original contract $_______________

Dollar amount of amended contract $ _______________

Interoffice Use Only:

Approval ___Y ___N
Date_____________________
Signature_________________
# Proof of Payment Certification

**M/WBE Contractors, Suppliers, Service Providers**

Project Name: ________________________________________________

Prime Contractor: ________________________________________________

Current Contract Amount (including change orders): $_________________

Requested Payment Amount for this Period: $____________________

Is this the final payment? ___Yes  ___No

<table>
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<tr>
<th>Firm Name</th>
<th>M/WBE Category*</th>
<th>Total Amount Paid from this Pay Request</th>
<th>Total Contract Amount (including changes)</th>
<th>Total Amount Remaining</th>
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date: ______________________

Certified By: __________________________________

Name

Title

Signature
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:

(Contractor)

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

(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 ___________
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT ________________
__________________________________________________________ as
principal, and _______________________________________________, as surety, who
is duly licensed to act as surety in North Carolina, are held and firmly bound unto New
Hanover County through _______________________________________________ as
obligee, in the penal sum of ___________________________ DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this ____ day of ____ 20_

WHEREAS, the said principal is herewith submitting proposal for
and the principal desires to file this bid bond in lieu of making
the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days
after the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth
in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided
by G.S. 143-129.1

____________________(SEAL)

____________________(SEAL)

____________________(SEAL)

____________________(SEAL)

____________________(SEAL)
FORM OF PERFORMANCE BOND

Date of Contract: ____________________________________________

Date of Execution: ____________________________________________

Name of Principal: ____________________________________________
    (Contractor)

Name of Surety: ____________________________________________

Name of Contracting Body: NEW HANOVER COUNTY

Amount of Bond: ____________________________________________

Project: ____________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.
IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in ______________________ counterparts.

Witness: ____________________________________

(Proprietorship or Partnership)

Attest: (Corporation)

By: ________________________________________

Title: _______________________________________

(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

______________________________

(Surety Company)

By: ________________________________________

Title: _______________________________________

(Associate in Fact)

Countersigned: __________________________________________

(Surety Corporate Seal)

______________________________

(N.C. Licensed Resident Agent)

______________________________

Name and Address-Surety Agency

______________________________

Surety Company Name and N.C.
Regional or Branch Office Address
FORM OF PAYMENT BOND

Date of Contract: ____________________________________________
Date of Execution: ____________________________________________
Name of Principal: ____________________________________________
 (Contractor)
Name of Surety: ____________________________________________
Name of Contracting Body: NEW HANOVER COUNTY
Amount of Bond: ____________________________________________
Project: ____________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in ______________________ counterparts.
Futch Creek Emergency Watershed Protection

3,900 LF Debris Removal
1,299 LF Silt Removal

Scale: 1" = 400'

Photo Key
1 8671 Grayson Park Dr.

RFB # 21-0212 FUTCH CREEK & HOWE CREEK WATERSHED
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