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PREQUALIFIED GEOTECHNICAL CONTRACTORS ARE INVITED TO BID ON NEW HANOVER COUNTY COURTHOUSE FOUNDATION REPAIRS

PROJECT: NEW HANOVER COUNTY HISTORIC COURTHOUSE
LOCATION: WILMINGTON, NC
OWNER: NEW HANOVER COUNTY
DESIGNER: ANDREW CONSULTING ENGINEERS, P.C.

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “RFB 17-0426-NHC COURTHOUSE FOUNDATION REPAIRS” will be accepted until 3:00 PM EST, Tuesday, June 20, 2017.

The bids will be publicly opened and read aloud following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

The following Geotechnical Contractors have been pre-qualified by New Hanover County for this project. Bids will only be accepted from the Contractors named below:

1. UMA, Geotechnical Contractors, Inc.
   PO Box 1070
   Kernersville, NC 27285

2. Hayward Baker
   3811 Peachtree Ave.
   Wilmington, NC 28403

Complete plans, specifications, and contract documents can be obtained electronically at http://www.nhcgov.com/business-nhc/bids/.

Minority Participation: Bidders shall note that compliance with the Owner's Minority Participation Policy is applicable to this project. 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. Individuals who are minorities include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

Visit NC Department of Administration at http://www.doa.nc.gov/hub/searchhub.aspx and/or NC

A Bid Bond Equal to 5% of the base 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No Bid may be withdrawn sixty (60) days after bid opening date except as noted in the bidding documents.

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.
Section 2  Instructions to Bidders

2.1  SCHEDULE

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<tr>
<td>Advertisement</td>
<td>Tuesday, June 6, 2017</td>
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<td>Deadline for Questions</td>
<td>Tuesday, June 13, by 5:00 pm EST</td>
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</table>
| Deadline for Receipt of Bids                   | Tuesday, June 20, 2017 at 3:00 pm EST  
  *(Bid opening to be held)*                    |
| New Hanover County Finance Office Conference Room 500 |
| 230 Government Center Drive, Suite 165         |
| Wilmington, NC 28403                           |
| Tentative Date for Award of Bid                | Monday, July 17, 2017          |

2.2  PREPARATION OF BID

2.2.1  **Bids:** Bidders are instructed to submit their bid using the bid form provided. 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.**

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

2.3  SUBMISSION OF BID

Submit bid in a sealed envelope properly marked “**RFB 17-0426-NHC COURTHOUSE FOUNDATION REPAIRS**” and address to:

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

2.3.1  After release of the bidding documents, bidders should submit their questions by email to E.B. Pannkuk, PE at eb@andrewengineers.com **5:00 pm EST Tuesday, June 13, 2017.**
Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum that will be email to the bidders and posted on the County’s website.

2.3.2 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. If any bidder attempts or completes any unauthorized communication, the County will reject the Bidder’s bid.

2.4 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 responding Bidders and will not be reimbursed by the County.

2.5 EXECUTION OF CONTRACT

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The Bidder to whom the Contract is awarded by County shall within 15 days after notice of award and receipt of Agreement forms from the County, sign and deliver to the County all required copies of said Agreement along with performance and payment bonds, insurance certificates, and all other required documents.

2.6 DEADLINE FOR RECEIPT OF BIDS

The deadline for receipt of bids is Tuesday, June 20, 2017 at 3:00 PM EST. Bids will be opened promptly and read aloud in the New Hanover County Conference Room 500 located at New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, NC 28403. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will be rejected.

2.7 WITHDRAWAL OF BID

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.

2.8 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.

2.9 INSURANCE

Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in the contract attached to this Request for Bids.

The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

2.10 BID BOND

A deposit equal to not less than five percent (5%) of the bid amount must accompany the bid. Bid deposits are not required for purchase contracts. 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 15 days after the award or fails to give satisfactory surety as required.
2.11 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.

2.12 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.

2.13 IRAN DIVESTMENT CERTIFICATION

This Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer’s Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

2.14 CONDITION OF AWARD

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. The term responsibility implies skill, judgment and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability.
In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available. New Hanover County reserves the right to reject all bids received in response to this Request for Bids (RFB).

The Successful Bidder(s) will be a Contractor familiar with this type of work and who has the necessary equipment and personnel to perform the work within the time specified.

2.15 CONSTRUCTION SCHEDULE

Submit Construction Schedule with bid and days required after Notice to Proceed (NTP) to commence and complete construction.

2.16 RIGHT TO REJECT

The COUNTY reserves the right to reject any or all Bids, waive irregularities in any Bid and make the award in the best interest of the COUNTY.
A1

SECTION

SCALE 1/"=1'-0"

NOTE:
1. EXISTING FOUNDATIONS TO BE PILED & STABILIZED IN PLACE FROM EXISTING ELEVATION.
2. EXISTING HUNTINGTON FOUNDATION TO BE REMOVED & REPLACED TO ADEQUATE FOUNDATION IN ACCORDANCE WITH 2005 INTERNATIONAL CODE.
3. SOIL BEARING CAPACITY TO BE IMPROVED TO A MINIMUM OF 1000 PSF.
4. CONTRACTOR TO PROVIDE CONCRETE FOUNDATIONS FOR ALL EXISTING FOUNDATIONS, IMPROVEMENT ALONG FOUNDATION LINE AND ALONG EXISTING FOUNDATION TO BE OF SIMILAR MATERIAL, SIZE & SHAPE AS SHOWN IN THE SHEET BIBLIO.
5. EXISTING GRANITE STEPS TO BE REPLACED & ALIGNED TO EXISTING RISE & RUN.
6. EXISTING TIMBER POSTS TO BE REPLACED.

A5

STAIR SUPPORT FOUNDATION REPAIR PLAN

SCALE 1/"=1'-0"

NOTE:
1. CONTRACTOR TO OPEN HOLES FOR INSPECTION OBSERVATION BELOW EXISTING FOUNDATIONS AS SHOWN ON SHEET.
2. ALTERNATIVE 2: ADDITIONAL CUT TO OPEN ADDITIONAL PIT BELOW EXISTING FOUNDATION, INSIDE THE EXISTING基礎 PLATE.
3. CONTRACTOR TO PROVIDE CONCRETE FOUNDATION SOLUTIONS AS SHOWN IN THE SHEET Biblio.
4. CONTRACTOR TO PROVIDE CONCRETE FOUNDATION SOLUTIONS AS SHOWN IN THE SHEET Biblio.
GENERAL SHEET NOTES

1. MASONRY CRACK TO BE REPAIRED BY A MASONRY CONTRACTOR EXPERIENCED IN REPAIRING MASONRY CRACKS. WORKS TO BE APPROVED IN ADVANCE.
2. EXISTING MASONRY TO BE TESTED TO DETERMINE MATERIAL COMPOSITION.
3. EXISTING MASONRY TO BE REMOVED UNTIL NEW MASONRY IS CONSIDERED TO BE IN CONTACT WITH ALL EXISTING Pipe, Fitting, or other metal fittings.
4. EXISTING MASONRY TO BE CLEANED TO REMOVE DUST, DEBRIS, AND OTHER MATERIALS.

SECTION AT NORTH WALL

SCALE: 1" = 1'-0"

SECTION AT SOUTH WALL

SCALE: 1" = 1'-0"

ENLARGED PLAN

SCALE: 1" = 1'-0"
Deadline for Receipt of Bids: Tuesday, June 20, 2017 at 3:00 PM

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.

FROM: ___________________________________________ Name of Bidder
___________________________________________ Address of Bidder

FOR: New Hanover Historic Courthouse Foundation, Wilmington, NC.

The undersigned, having visited the Site as described in the Invitation to Bid and having familiarized himself with local conditions affecting the Cost of the Work and with all requirements of the Contract Documents as prepared by the Engineer and all Addenda to said documents hereby proposes to furnish all things as required by said documents of the Project for the following amounts:

GENERAL CONTRACT:

Base Bid

1. Perform the foundation repairs identified on Construction Documents. Construction Documents include:
Lump Sum Bid:

_____________________________________________ Dollars

GENERAL CONDITIONS

1. Contractor to closely coordinate their construction schedule with appropriate New Hanover County Courthouse staff.

2. Construction debris must be cleaned and placed in a trash receptacle daily. Dumpster location must be approved by owner prior to mobilization.
3. Contractor to provide temporary restroom facilities.

4. Masonry repairs will be performed by others after the completion of the foundation repairs.

5. Contractor to provide design concept sketch with bid.

6. Contractor to provide sealed drawings and calculations for approval prior to construction mobilization.

**ADD ALTERNATE 1: COLUMN SUPPORT PER A1/S-101:**

$ _______________________________________ Dollars

**ADD ALTERNATE 2: PER EACH ADDITIONAL INTERIOR OBSERVATION PENETRATION SEE NOTE ON A5/S-101:**

$ _______________________________________ Dollars

**ADD ALTERNATE 3: FURNISH PERFORMANCE AND PAYMENT BOND:**

$ _______________________________________ Dollars

Does your base bid include rerouting the fire sprinkler lines located below the west entry stairs? (Yes / No)

______________________________________________

**MAJOR SUBCONTRACTORS/VENDORS:** (List the Subcontractors and vendors you agree to use if awarded the Contract)

**Subcontractors:**

______________________________________________

______________________________________________
TIME OF COMPLETION:

If awarded this Contract, the undersigned will:
- start work within ____ calendar days from the date of Notice To Proceed
- provide a construction schedule within 14 calendar days from the date of Notice to Proceed.
- complete the work within ____ calendar days of Notice To Proceed.

ADDENDUM RECEIPT:
Receipt of the following Addenda to the Contract are acknowledged:
(Yes/No)

Addendum No. 1 _______________________ Dated ____________
Addendum No. 2 _______________________ Dated ____________

Name of Bidder: ____________________________________________

Bidder: Individual ( ), Partnership ( ), Corporation ( ) X appropriate box

Bidders Address: ____________________________________________

Partners Names if Partnership:
__________________________________________
__________________________________________

Organized under the laws of the State of: _______________________

Name & Home address of the President or Principal Partner:
__________________________________________
__________________________________________

Signed: __________________________________________
By: __________________________________________
Title: __________________________________________
State License Number: ____________________________
Date: __________________________________________
Email Address: ____________________________________

Corporate Seal:
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.
New Hanover County
Minority and/or Women Business Enterprise Program

Construction Guidelines for M/WBE Participants

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>
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<tr>
<th>PROJECT</th>
<th>MBE</th>
<th>WBE</th>
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<tbody>
<tr>
<td>New Hanover County Courthouse Foundation Repairs</td>
<td>6%</td>
<td>4%</td>
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</table>

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](http://www.doa.nc.gov/hub/default.aspx) and NCDOT firms may be found at [https://partner.ncdot.gov/VendorDirectory/default.html](https://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/WBEs 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—including 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 __________________________
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),(e) 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 __________________________________________________________

(Name of Bidder)

Project ID# __________________________________________ Amount of Bid: $ __________________________

I do hereby certify that on the ______________________

(Name of Project)

I will expend a minimum of _______% of the total dollar amount of the contract with MBE firms and a minimum of _______% of the total dollar amount of the contract with 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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*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 _______________

Subscribed 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.)

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:

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 MBE firms and a minimum of ________ % of the total dollar amount of the contract with 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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*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: ________________________________

Good or service 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: ________________________________
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: _____________________________________________
Period: ___________________________
Current Contract Amount (including change orders): $_______________
Requested Payment Amount for this Period: $___________________
The following is a list of payments made to Minority Business Enterprise on this project for the above-mentioned period.

<table>
<thead>
<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
NORTH CAROLINA
NEW HANOVER COUNTY

AGREEMENT

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

W I T N E S S E T H :

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

1. **Scope of Services.** Contractor shall furnish all materials and labor necessary to install deep foundation systems including soil improvements up to 30' below the existing building foundation system in the basement area beneath the New Hanover County Historic Courthouse located at 24 N. 3rd Street, Wilmington, N.C., as more fully described in the RFP attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

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

7.1. **Commercial General Liability**

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $5,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

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

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

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

7.1.5 There shall be no endorsement or modification of the CGL or CUL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work.

7.2. **Workers’ Compensation and Employer’s Liability**

7.2.1. Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

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

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

7.3. **Business Auto Liability**

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

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

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

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

7.4. Surety Bond - Performance & Payment Bonds. Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

7.5 Deductibles and Self-Insured Retentions

7.5.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.
7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6. **Miscellaneous Insurance Provisions.**

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

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

7.6.3. If Contractor’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. **Acceptability of Insurers.** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless County has granted a specific exemption.

7.8. **Evidence of Insurance**

7.8.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

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

Acct#______________________  Req.____________
7.9. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.10. **Conditions**

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

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

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

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

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

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

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor’s expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.
7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

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

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

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

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

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

12. **Non-waiver of Rights.** The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

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

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

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties.

15.1. The Contract Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings.

15.2. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
15.3. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Terms required by any one contract document shall be considered as required by the Contract.

15.4. Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the work in conformance with information received from the Contract Documents.

15.5. When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

15.6. The words "include," "includes," or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

15.7. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

15.8. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

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

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

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

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

21. **Iran Divestment Act of 2015 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq.** The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer’s Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer’s Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

22. **Accounting Procedures for Refund of County Sales & Use Tax.** Pursuant to G.S. 105-164.14(c), the County is entitled to a refund of sales and/or use taxes paid by contractors on purchases of building materials, supplies, fixtures and equipment that become a part of or are annexed to any building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Contractors shall provide a “certified statement” containing the specific required information. The certified statement must include all of the following information:

a. the date the property was purchased;

b. the type of property purchased;

c. the cost of property purchased and the amount of sales and use taxes paid thereon;

d. the project for which the property was used;

e. if the property was purchased in this State, the county to which it was delivered; and

f. if the property was not purchased in this State, the county in which the property was used.

If the contractor makes several purchases from the same vendor, the certified statement must indicate each invoice number, the inclusive dates of the invoices, the total amount each invoice, and the state and local sales and use taxes paid on the purchase. The statement must also include the cost of any tangible personal property withdrawn from the Contractor’s warehouse stock and the amount of state and local sales or use tax
paid by the Contractor. If subcontractors are used, similar certified statements by its subcontractors must be obtained by the general contractor and furnished to the County. Local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by the contractor for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Examples of property on which sales or use tax has been paid by the Contractor and which shall not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals.

A certified statement must be provided with each pay request. If there was no sales or use tax paid during the period, the contractor shall provide a “Zero” sales and use tax statement.

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

To County:
New Hanover County Property Management
Attention: Jerome Fennel, Director
200 Division Drive
Wilmington, North Carolina, 28401

To Contractor:
__________________________________
__________________________________
__________________________________

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

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

[SEAL]  
NEW HANOVER COUNTY

__________________________  
County Manager

ATTEST:

__________________________  
Clerk to the Board

[SEAL]  
CONTRACTOR

__________________________ (Seal)  
President

ATTEST:

__________________________  
Secretary

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

__________________________  
County Finance Officer  
__________________________  
County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ________________________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _________ County Manager, sealed with its corporate seal and attested by herself as its Clerk.
WITNESS my hand and official seal, this _____ day of ________________, 2017.

Notary Public

My commission expires:______________

STATE OF ________________

_______________COUNTY

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

WITNESS my hand and official seal, this ____ day of ________________, 2017.

Notary Public

My commission expires:______________