



**Invitation for Bid #2021-045 Rebid
Olde Sycamore WRF Pond Fencing Replacement**

ADDENDUM No. 1

ISSUE DATE: February 4, 2021

Bidders on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original documents. This Addendum shall be acknowledged by the offeror in the IFB document.

A) Delete/Replace

1. Appendix D - Template Contract – Section 12, Page 27-32

DELETE: Delete entire template contract

REPLACE with the attached template contract:

2. **DELETE:** All references to **Contractor's License No:** throughout the bid document.

END OF ADDENDUM No.1

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____,
by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose
address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter "Union," and
_____, whose address is _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, Contractor is a supplier of certain [description of goods and supplies],
hereinafter referred to as "Goods;" and

WHEREAS, Union desires to purchase such Goods from Contractor; and

WHEREAS, Contractor is willing to provide such Goods to Union as described in this
Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. GOODS PROVIDED. Contractor agrees to provide Union with the Goods as
Union may order from Contractor on an as-needed basis. Contractor agrees to provide the Goods
in accordance with the Specifications in IFB# _____ (the "IFB"). The Specifications
section of the IFB is attached hereto and incorporated herein by reference. Union shall provide a
Purchase Order number to Contractor prior to any Goods being delivered. Union is not obligated
by this Agreement to purchase any minimum amount of Goods.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor for purchase of
the Goods in accordance with Appendix A – Price Form, which Appendix A is attached hereto
and incorporated herein by reference. Contractor shall invoice Union for Goods after each
delivery requested by Union has been completed pursuant to Section 1 herein. Contractor's
invoice must reference the Purchase Order number issued by Union. Payment is due within
thirty (30) days of receipt of an accurate invoice by Union's Finance Division. Notwithstanding
anything in this Agreement to the contrary, the total amount expended by Union pursuant to this
Agreement shall not exceed _____. All payments shall be conditioned upon
appropriation by the Union County Board of Commissioners of sufficient funds for each request
for services.

3. DELIVERY SCHEDULE. Contractor shall ship requested Goods described in
Section 1 herein FOB destination, and delivery of such Goods shall be within
_____ of the date the Goods are requested by Union.

4. TERMINATION. The Effective Date is the date of mutual execution of this Agreement. Union may terminate this Agreement at any time, without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Goods delivered to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement, along with conducting such business associated with this Agreement in compliance with all applicable law.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the

employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate

governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

WITNESS:

UNION COUNTY

BY: _____
Lynn G. West, Clerk of the Board

BY: _____
William Mark Watson, County Manager

DATE: _____

WITNESS:

[CONTRACTOR NAME]

BY: _____

BY: _____

DATE: _____

Approved as to Legal Form: _____