



**Invitation for Bid No. 2022-033
Eastside Pump Station Interior Painting**

Due Date: March 15, 2022
Time: 11:00 AM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street
Monroe, NC 28112

Non-Mandatory Pre-Bid Meeting and Site Visit (refer to item #3.2 for details)

Date: February 21, 2022
Time: 11:00 AM
Location: Eastside Sewer Pump Station 1
3826 Monroe Ansonville Road
Wingate, NC 28174

Procurement Contact:

Ava Strawn
Procurement Specialist
704.283.3886
ava.strawn@unioncountync.gov

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina IFB No. 2022-033 Eastside Pump Station Interior Painting

Sealed bids for Eastside Pump Station Interior Painting will be received by the Union County Procurement Department *until 11:00 AM* local time on **March 15, 2022** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On **March 15, 2022**, beginning at **10:30 AM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – IFB 2022-033" and shall be addressed to Union County Procurement Department, Attn: Ava Strawn, 500 North Main Street, Suite 709, Monroe, NC 28112.

A Non-Mandatory Pre-Bid Meeting and Site Visit will take place on **February 21, 2022 at 11:00 AM, EST** at Union County Eastside Sewer Pump Station, 3826 Monroe Ansonville Rd., Wingate, NC 28174. Although the meeting is not mandatory, attendance is strongly encouraged.

Union County, North Carolina, through Public Works – Water & Wastewater, is soliciting bids from experienced, qualified, and licensed contractors to provide labor and material required for painting interior walls and ceilings of a sewer pump station.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Website www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (ava.strawn@unioncountync.gov). Deadline for questions is **February 24, 2022 at 5:00 PM** local time.

Bidders must have a license to do work as a general contractor in the State of North Carolina, as set forth under Article 1 of Chapter 87 of the North Carolina General Statutes. The Contractor's North Carolina License number shall be provided.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Sealed bids for Eastside Pump Station Interior Painting will be received by the Union County Procurement Department *until 11:00 AM* local time on **March 15, 2022** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On **March 15, 2022**, beginning at **10:30 AM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

3.2 NON-MANDATORY PRE-BID MEETING & SITE VISIT

An on-site Pre-Bid Meeting will be held at the time and location listed below. The meeting is not mandatory, but Bidders are highly encouraged to attend to ensure a full understanding of the County's needs.

Date: February 21, 2022

Time: 11:00 AM

Location: Eastside Sewer Pump Station 1
3826 Monroe Ansonville Road
Wingate, NC 28174

3.3 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Contractor Submitting Bid]

IFB No. 2022-033

Eastside Pump Station Interior Painting

Attention: Ava Strawn

If using a delivery service, your company name and the solicitation number must be visible on the outside delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center

Procurement Department

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Ava Strawn

Electronic (email) or facsimile submissions will NOT be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

3.4 BID QUESTIONS

Bid questions will be due on or before **February 24, 2022 at 5:00 PM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Ava Strawn at ava.strawn@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follow: IFB 2022-033 Eastside Pump Station Interior Painting Questions. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

3.5 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C Addendum and Anti-Collusion Form.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.3 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described under Section 6 - Specifications. Exclusion of any service for this Bid may serve as cause for rejection.

5 PURPOSE

5.1 INTRODUCTION

Union County Public Works is hereby seeking bids for labor and material needed in preparation and application of painting the ceiling and walls at the sewer pump station, located at 3826 Monroe Ansonville Rd., Wingate, NC 28174. The sewer pump station is a well-lit and ventilated structure, consisting of one level above grade and extending three (3) levels below grade. There is, however, a potential of H₂S gas from the sewage being pumped from the exterior well.

5.2 COUNTY

Union County, North Carolina (population 239,859) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

6 SCOPE OF WORK

Union County is seeking bids from qualified, licensed vendors to provide all labor, materials, equipment, and supervision required for the preparation, painting and finishing of Union County's Eastside pump station 1.

There is approximately 1600 sq. ft. of ceiling to be painted, and approximately 3840 sq. ft. of wall space to be painted; for a total of 5440 sq. ft.

All work shall be scheduled and coordinated with the Union County Water Maintenance Superintendent for the area being painted. Hours of work may be scheduled Monday through Saturday between the hours of 7 AM and 6 PM. Vendor shall promptly commence Work and all Work shall be completed within 45 days. The awarded vendor must provide necessary ventilation and cleanup work area prior to departure at the end of each day.

6.1 SPECIFICATIONS

Refer to Appendix D (Painting Systems for Eastside Pump Station 1) for details.

The referenced manufacturer is Sherwin-Williams Company and is named with catalogue numbers to establish standards of quality. Equal products of other manufacturers may be provided with submittal approval from the Owner. If a paint manufacturer other than Sherwin Williams is being proposed, the bidder must submit the manufacturer's name and specifications prior to the question deadline of February 24, 2022. The county reserves the right to review any exceptions and determine the possibility of their acceptability. Failure to note exceptions will cause rejection of said bid.

6.2 NON-COMPLIANT PRODUCTS (DEVIATIONS)

Any items that do not comply with the specifications within Appendix D, must be clearly pointed out by bidder and submitted for review prior to the question deadline (**February 24, 2022**). Otherwise, it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. However, no implication is made by Union County that items that do not comply with the specifications in Appendix D will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

7 EVALUATION OF BIDS AND AWARD PROCEDURES

7.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. All unsigned Bids will be disqualified. In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

7.2 BID FORMAT

Bids must include the following:

- Appendix A – Price Form (completed)
- Appendix B – Bid Submission Form (signed)
- Appendix C – Addendum Receipt and Anti-Collusion Form (signed)

7.3 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.4 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the **lowest responsive, responsible bidder**, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

7.5 AWARD OF CONTRACT

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible, responsible bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

7.6 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also comply with insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

Bidders must have a license to do work as a general contractor in the State of North Carolina as set the North Carolina Statutes. The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.

8.2 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

8.4 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost;
- The potential Contractor has read and understands the conditions set forth in this solicitation.

8.5 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

8.6 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

8.7 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

8.8 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated and submitted along with the bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.9 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

8.10 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

8.11 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

8.12 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.13 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.14 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.15 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. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.16 DRUG-FREE WORKPLACE

During the performance of this project, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.17 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

- B. COMMERCIAL GENERAL LIABILITY
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY
(for any agreement involving the use of a contractor vehicle while
conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as
engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of
Professional Liability Insurance for a period of two (2) years following
termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or
generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE
INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE
GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a
period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a
Certificate of Insurance in satisfactory form as evidence of the insurances
required above.
- C. Contractor shall have no right of recovery or subrogation against Union
County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by
contractor shall protect both parties and be primary and non-contributory
coverage for any and all losses covered by the above-described insurance.

- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.18 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, 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 the 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.

9 APPENDIX A – PRICE FORM

IFB 2022-033 Eastside Pump Station Interior Painting

SUBMIT WITH BID

Company Name: _____

Failure to complete the following form(s) shall result in your bid being deemed non-responsive and rejected without any further evaluation.

The turn key price must include, but is not limited to all labor, materials, equipment, and supervision for all preparation, painting, and finishing as described in **section 6.1** above. Bidder will complete the work in accordance with the Project Scope, comply with specifications in Appendix D, and Contract Documents for the following price(s):

Location	Name of Paint Manufacturer (REQUIRED – refer to section 6.2)	Cost
Eastside Sewer Pump Station 1		
TOTAL LUMP SUM/TURN KEY PRICE:		

Attachments to This Bid:

The following items are submitted and made a condition of this Bid:

1. List of Proposed Subcontractors
2. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
3. **Contractor’s License No.** _____

10 APPENDIX B – BID SUBMISSION FORM

IFB 2022-033 Eastside Pump Station Interior Painting

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB 2022-033 Eastside Pump Station Interior Painting

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

12 APPENDIX D – SPECIFICATIONS

COATING SYSTEMS FOR EASTSIDE PUMP STATION 1

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coating systems for wastewater processing facilities.

1.2 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 08 11 13 Hollow Metal Doors and Frames
- C. Section 09 20 00 Plaster and Gypsum Board

1.3 REFERENCES

- A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.
- C. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- D. AWWA D 102- Painting Steel Water Storage Tanks
- E. International Concrete Repair Institute (ICRI) Guideline No. 310.2-1997 (formerly 03732) - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- F. NACE SP0188 - Standard Recommended Practice, Discontinuity (Holiday) Testing of Protective Coatings.
- G. NAPF 500-03-04 Abrasive Blast Cleaning.
- H. SSPC-SP 1 - Solvent Cleaning.
- I. SSPC-SP-3 Power Tool Cleaning
- J. SSPC-SP 5/NACE 1 - White Metal Blast Cleaning.
- K. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.

- L. SSPC-SP 10/NACE 2 - Near-White Metal Blast Cleaning.
- M. SSPC-SP 16 Brush-Off Blast Cleaning of Non-Ferrous Metals
- N. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.
- O. SSPC-TU 11 - Inspection of Fluorescent Coating Systems

1.4 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of cured paint measured in mils (1/1000 inch).

1.5 SUBMITTALS (NOT APPLICABLE)

- A. Comply with Section 01 33 00 Submittal Procedures.
- B. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- C. Color Samples: Submit manufacturer's color samples showing full range of standard colors.
- D. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- E. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:
 - 1. Project name and location.
 - 2. Name of owner.
 - 3. Name of contractor.
 - 4. Name of engineer.
 - 5. Name of coating manufacturer.
 - 6. Approximate area of coatings applied.
 - 7. Date of completion.
- F. Warranty: Submit manufacturer's standard warranty.

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Specialize in manufacture of coatings with a proven successful experience.
 - 2. Able to demonstrate successful performance on comparable projects.
 - 3. Single Source Responsibility: Coatings and coating application reducers and

additives shall be products of a single manufacturer.

- B. **Applicator's Qualifications:**
 - 1. Experienced in application of specified coatings on projects of similar size and complexity to this Work.
 - 2. **Applicator's Personnel:** Employ persons trained for application of specified coatings.

- C. **Preapplication Meeting:** Convene a preapplication meeting two [2] weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative. Review the following:
 - 1. Environmental requirements.
 - 2. Protection of surfaces not scheduled to be coated.
 - 3. Surface preparation.
 - 4. Application.
 - 5. Repair.
 - 6. Field quality control.
 - 7. Cleaning.
 - 8. Protection of coating systems.
 - 9. One-year inspection.
 - 10. Coordination with other work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. **Delivery:** Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 - 1. Coating or material name.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Batch or lot number.
 - 5. Date of manufacture.
 - 6. Mixing and thinning instructions.

- B. **Storage:**
 - 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 - 2. Keep containers sealed until ready for use.
 - 3. Do not use materials beyond manufacturer's shelf life limits.

- C. **Handling:** Protect materials during handling and application to prevent damage or contamination.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. **Weather:**
 - 1. **Air and Surface Temperatures:** Prepare surfaces and apply and cure coatings

- within air and surface temperature range in accordance with manufacturer's instructions.
 - 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 - 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 - 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
 - 5. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D 102.
- C. Dust and Contaminants:
- 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 - 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. The referenced manufacturer is Sherwin-Williams Company and is named with catalogue numbers to establish standards of quality. Equal products of other manufacturers may be provided with submittal approval from the Owner (refer to section 6.2).
- B. For immersion surfaces, Opt-Check optically activated pigment (OAP) technology is strongly recommended for rapid holiday detection in accordance with SSPC-TU 11

2.2 COATING SYSTEMS FOR STEEL - STRUCTURAL, TANKS, PIPE, EQUIPMENT, AND MISCELLANEOUS

- A. Exterior Exposed:
 - 1. System Type: Epoxy*/epoxy/urethane.
 - 2. Surface Preparation: SSPC-SP 6 or SSPC SP- 3(for overcoat system) with a surface profile of 2.0 to 3.0 mils.
 - 3. Primer*: Macropoxy 646. DFT 3.0 to 5.0 mils.
 - 4. Intermediate Coat: Macropoxy 646. DFT 3.0 to 5.0 mils.
 - 5. Finish Coat: Acrolon Ultra or Hi-Solids Polyurethane. DFT 2.0 to 4.0 mils.
 - 6. Total DFT: 8.0 to 14.0 mils.
 - 7. Finish Color: As indicated on the drawings.
 - * Copoxy Shop Primer and Corothane I Galvapac Zinc Primer are also acceptable.
- B. Interior Exposed Dry:
 - 1. System Type: Epoxy/epoxy/epoxy.
 - 2. Surface Preparation: SSPC-SP 6 or SSPC SP- 3(for overcoat system) with a surface profile of 2.0 to 3.0 mils..
 - 3. Primer*: Macropoxy 646. DFT 3.0 to 5.0 mils.

4. Intermediate Coat: Macropoxy 646. DFT 3.0 to 5.0 mils.
5. Finish Coat: Macropoxy 646. DFT 3.0 to 5.0 mils.
6. Total DFT: 9.0 to 15.0 mils.
7. Finish Color: As indicated on the drawings.
- * Copoxy Shop Primer is also acceptable.

C. Interior Exposed Sweating / Damp:

1. System Type: MCU/MCU/MCU.
2. Surface Preparation: SSPC-SP 6 or SSPC SP- 3(for overcoat system) with a surface profile of 2.0 to 3.0 mils..
3. Primer*: Corothane 1 Mio Aluminum. DFT 3.0 to 5.0 mils.
4. Intermediate Coat: Armorseal Rexthane. DFT 3.0 to 5.0 mils.
5. Finish Coat: Armorseal Rexthane. DFT 3.0 to 5.0 mils.
6. Total DFT: 9.0 to 15.0 mils.
7. Finish Color: As indicated on the drawings.
- * Copoxy Shop Primer is also acceptable.

2.7 COATING SYSTEMS FOR PRECAST CONCRETE, CAST-IN-PLACE CONCRETE, AND DENSE CONCRETE MASONRY UNITS

A. Exterior Exposed:

1. System Type: Elastomeric Acrylic
2. Surface Preparation: SSPC-SP 13/NACE 6 with a surface profile of ICRI CSP 2 or 3. Clean and dry.
3. Primer: Loxon XP. Spreading Rate 90 to 115 sf/gal.
4. Finish Coat: Loxon XP. Spreading Rate 90 to 115 sf/gal.
6. Finish Color: As indicated on the drawings.

B. Below Grade (Soil Side):

1. System Type: Coal tar epoxy.
2. Surface Preparation: SSPC-SP 13/NACE 6 with a surface profile of ICRI CSP 2 or 3. Clean and dry.
3. Primer: None.
4. Finish Coat: Hi-Mil Sher-Tar Epoxy. DFT 14.0 to 20.0 mils.
5. Total DFT: 14.0 to 20.0 mils.

1.Finish Color: Black.

C. Immersion (Wastewater):

1. System Type: Epoxy.
2. Surface Preparation: SSPC-SP 13/NACE 6 with a surface profile of ICRI CSP 3 or 6.
3. Structural Build Back: AW Cook Cemtec Micro Silica Mortar ½' min.
4. Filler: Fill bug holes, air pockets and other voids with Steel-Seam FT910.
5. Primer: Macropoxy 5000 Pre-Prime. DFT 1-1.5 mils. (Prevent outgassing from concrete)
6. Finish: Duraplate 6100 HP Epoxy. DFT 125 mils.

7. Total DFT: 125 mils. Finish Color: As indicated on the drawings, or color schedule.
- * Can be applied in one coat application. Where flexibility is required, use Poly-Cote 115 Elastomeric Polyurethane at 125 mils total DFT over Macropoxy 5000 Pre-Prime.

D. Interior Exposed Walls:

1. System Type: Waterbased Epoxy.
2. Surface Preparation: SSPC-SP 13/NACE 6 to achieve a surface profile of ICRI CSP 2 or 3.3.
3. Primer: Pro-Industrial Zero VOC Waterbased Catalyzed Epoxy. DFT 2.0 to 4.0 mils. Roll or backroll.
4. Finish Coat: Pro-Industrial Zero VOC Waterbased Catalyzed Epoxy. DFT 3.0 to 4.0 mils.
5. Total DFT: 5.0 to 8.0 mils.
6. Finish Color: As indicated on the drawings, or color schedule.

2.10 COATING SYSTEMS FOR POROUS CONCRETE MASONRY UNITS

A. Exterior Exposed:

1. System Type: Elastomeric Acrylic.
2. Surface Preparation: SSPC-SP 13/NACE 6. Clean and dry.
3. Primer: Cement Plex 875. Spreading rate 80 to 100 sq. ft/gal.4. Finish Coat: Loxon XP. Spreading Rate 90 to 115 sf/gal.
5. Finish Color: As selected by Architect from manufacturer's standard colors.

B. Interior Exposed:

1. System Type: Cementious Acrylic/epoxy
2. Surface Preparation: SSPC-SP 13/NACE 6. Clean and dry.
3. Primer: Cement Plex 875. Spreading rate 80 to 100 sq. ft/gal.
4. Intermediate Coat: -Industrial Zero VOC Waterbased Catalyzed Epoxy. DFT 2.0 to 4.0 mils.
5. Finish Coat: Pro-Industrial Zero VOC Waterbased Catalyzed Epoxy. DFT 3.0 to 4.0 mils.
6. Total DFT: 5.0 to 8.0 mils plus filler.
7. Finish Color: As selected by Architect from manufacturer's standard colors.

2.13 ACCESSORIES

A. Coating Application Accessories:

1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.
2. Products of coating manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions under which coating systems are to be applied. Notify Engineer of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.8 SURFACE PREPARATION OF CONCRETE

- A. Interior, Wet Substrate:
 - 1. Prepare concrete surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 310.2.
 - 2. Allow concrete to cure for a minimum of 28 days.
 - 3. Test concrete for moisture in accordance with ASTM D 4263 and, if necessary, F 1869.
 - 4. Abrasive blast surface to remove laitance and solid contaminants and to provide clean, sound substrate with uniform anchor profile.
 - 5. Verify that the pH of the cleaned concrete surfaces to be coated is within the range of to 8 to 11. Application of coating materials outside this range will not be permitted without written approval from the Engineer.
 - 6. Fill holes, pits, voids, and cracks with manufacturer approved surfacer.
 - 7. Ensure surfaces are clean, dry, and free of oil, grease, chalk, form release agents, and other contaminants.
- B. Exterior and Interior Dry:
 - 1. Prepare concrete surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 310.2.
 - 2. Allow concrete to cure for a minimum of 28 days.
 - 3. Test concrete for moisture in accordance with ASTM D 4263 and, if necessary, F 1869.
 - 4. Level concrete protrusions and mortar spatter.
 - 5. Verify that the pH of the cleaned concrete surfaces to be coated is within the range of to 8 to 11. Application of coating materials outside this range will not be permitted without written approval from the Engineer.
 - 6. Fill hairline cracks less than 1/64 inch (0.4 mm) in accordance with manufacturer's instructions.

7. Prepare cracks wider than 1/64 inch (0.4 mm), moving cracks, gaps, and expansion joints in accordance with manufacturer's instructions.
8. Ensure surfaces are clean, dry, and free of oil, grease, chalk, form release agents, and other contaminants.

3.15 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer. Apply and additional strip coat of the intermediate coating material in immersion areas.
- I. Roll or backroll the first coat of epoxy or block filler applied to concrete or interior block substrates to work the material into the substrate.

3.16 REPAIR

- A. Materials and Surfaces Not Scheduled To Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- D. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.17 FIELD QUALITY CONTROL

- A. Required Inspections and Documentation:
 - 1. Verify coatings and other materials are as specified.
 - 2. Verify environmental conditions are as specified.
 - 3. Verify surface preparation and application are as specified.
 - 4. Verify DFT of each coat and total DFT of each coating system are as specified using wet film and dry film gauges. DFT's shall be measured in accordance with SSPC-PA2.
 - 5. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
 - a. Check for holidays on interior steel immersion surfaces using holiday detector in accordance with NACE SP0188 or SSPC TU-11 using a safe blue light inspection lamps if OAP technology is used.
 - 6. Report:
 - a. Prepare inspection reports daily.
 - b. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - c. Report nonconforming work not corrected.
 - d. Submit copies of report to Engineer and Contractor.
- B. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.19 CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.20 PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.

3.21 ONE-YEAR INSPECTION

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Engineer, and manufacturer's representative; or the Union County Water Superintendent may choose to inspect and notify of defects on, or before the one-year inspection date.
- C. Repair deficiencies in coating systems as determined by Engineer in accordance with manufacturers instructions.

3.22 SCHEDULES

- A. Coating System Schedule:
Refer to the drawings for coating system schedules.

- B. Color Schedule:
To be selected by the Owner.

END OF SECTION

13 APPENDIX F – TEMPLATE CONTRACT

IFB 2022-033 Eastside Pump Station Interior Painting

Do Not Submit with Bid

-----For informational purposes only. -----

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

1. AGREEMENT. This agreement (“Agreement”) is entered into on _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina (“Union”) and [Contractor’s full legal name], (“Contractor”), whose business address is _____.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered Union's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent Union or otherwise bind Union in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the attached [*Scope of Services or if attaching the full IFB, state the IFB # and the IFB title*] (“Work”). Union is not financially committed by this agreement to purchase any minimum amount of services.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until the earlier of the completion and acceptance of the Work or _____ [*total maximum time period from execution of the Agreement*]. Contractor shall promptly commence Work and shall achieve [*substantial or final (whichever is used in the solicitation/bid form)*] completion of the Work within _____ days from Contractor’s receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor [*state the lump sum or hourly rate or unit pricing*] for Work, as set forth in the Contractor’s bid, which is attached hereto and incorporated herein by reference. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by Union’s finance office. Contractor shall submit documentation supporting its entitlement to payment as required by Union, and Union shall have no obligation to pay Contractor unless and until Union has received such documentation. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by Union, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF UNION. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of Union.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit A, attached and incorporated herein by reference.

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.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by Union, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, Union is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Union such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. 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 taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total

amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by 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 a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by Union.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold Union County, 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 the 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.

16. *RESERVED*

17. *RESERVED*

18. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, Union may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from Union's property. Union may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by Union to correct any deficiencies or defects attributable to Contractor's work.

19. **TERMINATION FOR CONVENIENCE.** Union may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, Union shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against Union, including but not limited to any claim for any additional payment.

20. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Union.

21. **NO WAIVER.** Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

22. **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.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

24. GOVERNING LAW. 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.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this contract to be duly executed, this the day and year first above written.

WITNESS

UNION COUNTY

By: _____
Lynn West, Clerk to the Board

By: _____ (SEAL)
William M. Watson, County Manager

WITNESS

CONTRACTOR

By: _____

By: _____ (SEAL)

Approved As To Legal Form _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

EXHIBIT A
INSURANCE REQUIREMENTS

I. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim
\$300,000 Aggregate Limit

II. ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

14 APPENDIX F – VENDOR PAYMENT LETTER

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to heather.howey@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form