



REQUEST FOR PROPOSALS
EMERGENCY BYPASS PUMPING & NON-EMERGENCY WELL POINT SYSTEM
NOTICE OF REQUEST FOR PROPOSALS
23-S0705

NOTICE IS HEREBY GIVEN that the Cape Fear Public Utility Authority (hereinafter referred to as "CFPUA" or "the Authority") is requesting proposals for Emergency Bypass Pumping & Non-Emergency Well Point System. There will not be a public bid opening for this project. The Authority will receive bids electronically, by hand, or by common carrier via U.S. Postal Service, Commercial Carrier, by Hand or by email (must confirm receipt) in the office of and addressed to:

Cape Fear Public Utility Authority
Finance Department
235 Government Center Drive
Wilmington, N.C. 28403
ATTENTION: Benjamin Guerrieri, Procurement and Budget Manager
Bids@cfpua.org

UP TO THE HOUR OF 3:00 P.M., THURSDAY February 9, 2023
Bids received in after this time will not be accepted. It is the bidder's responsibility to ensure bids are received on time. If emailing or faxing please call to confirm receipt.

A Pre-Bid Meeting will be held January 26, 2023 at 11:00am in the IT Conference Room of 235 Government Center Drive, Wilmington, NC 28403. It is not Mandatory.

Copies of the Emergency Bypass Pumping Request for Proposal Document are available from the Authority website at www.cfpua.org on the open bids. All inquiries concerning this bid shall be directed to the Authority by e-mail at bids@cfpua.org and phone 910-332-6651. No questions will be answered after February 2, 2023, at 11:00am. If you intend to bid on this project, you must register with bids@cfpua.org in order to receive addendums

All proposals forms must be properly executed and submitted as part of the proposal. The CFPUA reserves the right to reject any or all proposals.

This RFP and Draft Agreement comply with Federal Funding (FEMA), should the need arise.

Benjamin Guerrieri
Procurement and Budget Manager

235 Government Center Drive, Wilmington, NC 28403
t: 910-332-6589 f: 910-799-6066 www.cfpua.org

Table of Contents

Bidders Checklist	L1
General Requirements	G1-G2
Contractor Qualifications	Q1-Q3
Scope of Services	S1-S7
Technical Specifications	T1-T3
Bid Form	B1-B6
Contractor Qualifications and References Attachment	R1-R8
Contract	C1-C15
MBE/WBE (DBE) Compliance Form	A1
Anti-Lobbying Certification	A2

Bidders Checklist

The following checklist shall be signed and submitted with the bid to indicate that all required documents have been completed in full and included with the bid.

- Read and Understand:
 - All addenda
 - General Requirements
 - Contractor Qualifications
 - Scope of Services
 - Technical Specifications
 - Bid Form
 - Contract
- Complete and Submit Bid Form
 - Acknowledge all Addenda (B-1)
 - Complete Bidder Contact (B-3)
 - Complete Bid Tab (B4-B5)
 - Complete appropriate signature blocks (B-6)
- Complete and Submit Contractor Qualifications and References Form
- Complete and Submit Anti-Lobbying Certification Attachment A
- Complete MBE/WBE (SBE) Compliance Form Attachment B
- Submit One Hard Copy or One Electronic Copy
- Bidder's Signature: _____
By signing, I acknowledge I have completed and enclosed all items indicated above.

GENERAL REQUIREMENTS

1. Purpose

The Cape Fear Public Utility Authority is requesting proposals for bypass pumping for sewer failures. CFPUA is seeking a contractor to be on call and on site with equipment within 4 hours of notification. CPUA also reserves the right to utilize this contract for non-emergency bypass pumping.

In addition, CFPUA is also requesting proposals for the installation of well point systems for water and sewer repairs.

2. Evaluation Criteria

The evaluation of the proposals will be based on contractor's response time, price, qualifications as well as compliance to applicable laws and regulations and overall clarity and completeness of response to the proposal. Please see the evaluation table on page Q-3.

3. Terms and Conditions

- a) Submission of a proposal indicates acceptance by the agency of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the agency selected.
- b) The Authority reserves the right without prejudice to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.
- c) All proposals received become the property of the Authority and information included therein or attached thereto, shall become public record upon their delivery to the Authority. Any information deemed by the bidding agency to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.
- d) Any and all costs associated with the preparation of a response to this request are the responsibility of the proposer and are not to be passed on to the Authority.
- e) Please see draft service agreement for additional Terms & Conditions

4. Inquiries

All questions and requests for clarification concerning this RFP shall be submitted to Bids@cfpua.org. Questions will be accepted until Thursday, February 2, 2023 at 11:00am.

5. Anti-Lobbying Certification:

An Anti-Lobbying Certification is attached after the Contract Section that must be submitted with the bid.

6. **Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as per 2 C.F.R. § 200.321.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- (3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

An MBE/WBE (SBE) Compliance Form is attached as Attachment B to the Bid that must be submitted with the qualification statement.

CONTRACTOR QUALIFICATIONS

The Authority reserves the right to reject any and all proposals. The contractor must meet the following requirement and submit all requested documents with the proposal. Please use Contactor Qualifications Attachment on pages R-1 thru R-8 to address the following items:

1. **Contractor must provide a list of pumps types and sizes available for use for bypass pumping operations.** These pumps should be a range to cover bypass of a sewer pump station with high head pressure and heavy flow from 15k gpd to 3 mgd. Pumps should also be listed that can be used for bypass of a gravity sewer system also. Contractor should also have available critically silenced pumps for operations located in or near residential areas.
2. **Contractor will provide a list of bypass material pipe, fittings and hoses to be used for bypass operations.** (there will be no lay flat hose allowed) all suction piping shall have a rating sufficient to not allow the collapse of the suction line. All discharge piping will need to be pressure rated to coincide with the pump pressure discharge rating of the pump that has been selected for use along with the force main pressure where piping is connected.
3. **Initial Contact Notification:** Contractor must be able to have a qualified representative (Foreman) on site within 1.5 hours when called to make an assessment of the job and schedule pumps, parts, and materials needed to install and activate a system to erect a bypass. Contractor must have a storage area or service center located within 120 miles of New Hanover County and be able to have the first equipment delivered to the site within 4 hours from the time of first notification.
4. **Contractor must show proof of a qualified pump service technician living in the area to respond and repair the pump units.** Technician must be able to respond within one hour of being called for assistance.
5. **Contractor will provide a list of at least five past sewer bypass jobs they have been involved with and completed.** The jobs must have been completed by the Company submitting the bid. Staff Qualifications can be listed in Section 6. The Authority reserves the right to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.
 - **All jobs listed must include pipe diameters from 2” thru 48”**
 - **At least three of the jobs must have been Sewer Emergencies. The projects should not have been planned in advance or have been part of a construction project.**

- **Contractor must provide 1 bypass operation that was at a minimum of 5000' in length and minimum pump discharge pipe diameter of 12".**
- **Contractor must provide a job that involved installation of multiple bypass pumps that were connected at different locations along the bypass route to a common discharge pipe.**
- Contractor must provide project manager name for each job. Please indicate if this employee will be assigned to the Authority's Contract
- Contractor must provide detailed description of job, owner name, contact name, phone number and email address for each project. These projects will also serve as the references for the Contractor.

6. **Contractor will provide a list of employees that will be assigned to the CFPUA contract and how long they have employed in their position.**

Bypass pumping: Please provide the resumes of the main contact for the contract, the qualified representative (Foreman) that assesses the job, the qualified pump service technician that can be on site within 1 hr, the other qualified technicians that will be assigned to the contract and other key field personnel that will be assigned the contract. The resumes should detail emergency sewer bypass pumping work they have been involved in. One employee can service multiple roles below. Employees prior work experience including emergency experience can be included on the resume.

Well pointing: Please provide the resume of the main contact for the contract, the qualified representative (Foreman) that assesses the job. This can be the same employee that oversees the bypass pumping.

7. **Contractor will provide a list of at least three past well pointing jobs they have been involved with and completed.** The jobs must have been completed by the Company submitting the bid. Contractor must have been performing this type of work for at least 5 years. **Contractor must be on site within one week of notification for well pointing jobs.**

Evaluation Matrix: The following will be used when evaluating proposals.

Non- Point Rating Criteria (if any of the following are marked "No", the bid will be considered Non-Responsive)		
Requirement	Yes	No
Pumps meet CFPUA Requirements		
Pipes and Fittings meet CFPUA Requirements		
Qualified Representative can be onsite within 1.5 hrs of notification		
Storage Area within 120 Miles of New Hanover County		
Equipment Delivered within 4 hrs of notification		
Qualified Pump Technician that can be on site within 1 hr		
Five Sewer Bypass Jobs provided that meet all the requirements		
Resumes of requested staff provided		
Three Well Pointing Jobs Provided		

Point Rated Criteria	
Criteria	Max Points
Price	50
Past Experience (company)	25
Staff Qualifications	25
Total Pts	100

SCOPE OF SERVICES

Contractor that is awarded the job must comply with the following:

BYPASS PUMPING REQUIREMENTS

SUBMITTALS

A. The Contractor shall submit to the ORC a schedule to complete the Work. It will include the sequencing and coordination of connections to existing sewers, pipeline inspection, trenchless rehabilitation and testing of existing sewers, and the handling of wastewater flow during construction. The schedule of work shall be reviewed and approved by the Operator in Responsible Charge (ORC) or his designee prior to installation or operation.

B. The Contractor shall prepare a detailed description of the proposed pumping system (Bypass Pumping Plan). The Bypass Pumping Plan shall be submitted and approved by the ORC. **Bypass Pumping cannot be started until the plan is approved by the ORC.** The Bypass Pumping Plan shall outline all provisions and precautions to be taken by the Contractor regarding handling of existing wastewater flows. This Bypass Pumping Plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of the access and bypass pumping locations for damage due to the discharge flows, and compliance with the requirements and permit conditions specified herein. The plan shall include but not limited to the following details:

1. Existing Condition Route
2. Staging areas for pumps.
3. Sewer plugging method and types of plugs.
4. Size and location of manholes or access points for suction and discharge hose or piping. Addressing security and potential flooding.
5. Number, size, material, location and method of installation of suction piping.
6. Number, size, material, location and method of installation of discharge piping.
7. Bypass pump sizes, capacities, and number of each size to be provided onsite including all primary, secondary, and spare pumping units.
8. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump, operating range shall be submitted).
9. Downstream discharge plan.

10. Method of protecting discharge manholes or structures from erosion, damage, safety and flooding.
11. Thrust and restraint block sizes and locations. Provide the details necessary to demonstrate the integrity of all suction and discharge piping including piping and fittings associated with all primary and secondary pumping units.
12. Access plans to all bypass pumping locations indicated on the drawings.
13. Calculations for selection of bypass pumping pipe size.
14. Schedule for installation of and maintenance of bypass pumping lines.
15. Contractors plan for providing continuous monitoring of the bypass pumping operation as well as the monitoring persons' qualifications and one-hour inspection cycles.

HDPE

All bypass pumping discharge piping shall be HDPE and conform to the following requirements:

1. All polyethylene (HDPE) pipes shall meet the requirements of ASTM F714. DR rating of the pipe shall be sufficient to withstand the system pressure and leakage test outlined below.
2. HDPE Pipe shall be furnished in standard laying lengths not exceeding 50 feet.
3. Joining system: The HDPE pipe shall be joined with butt, heat fusion joints. All joints shall be made in strict compliance with the manufacturer's recommendations and ASTM 2657. Where required, flange connections, mechanical joint connections and butt connections using bolted mechanical couplers shall be provided from a pipe stub with a polyethylene and steel stiffener. Flanged connections shall be provided from a pipe stub and a steel back-up flange. Back flanges shall be primed and painted in corrosion protected paint. Quick connect couplings will not be permitted on HDPE bypass piping.
4. Fittings shall be fully pressure rated to match the pipe DR pressure rating. All fittings shall be molded or fabricated by the same manufacturer as the pipe. HDPE fittings shall be joined using butt, heat fusion and/or electrofusion. Adhesives and solvent cements shall not be permitted.
5. Bauer style or cam-lock fitting can be utilized in certain applications approved by CFPUA (ORC). This will be typically on smaller bypasses 4-8 inch in diameter involving low flows. In this application hard steel piping or HDPE with fused Bauer or Cam- Lock can be utilized with proper pinning and securing of the connection.

TESTING

The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to the actual operation. The pressure and leakage test shall be conducted at two times the operating pressure minimum of 50psi for two hours. No leakage is permitted

during this test. CFPUA will be given 48 hours' notice prior to testing. CFPUA must witness testing.

However, during an emergency situation 48 hour may not always be available. Under direction of the ORC or his designee Contractor can begin testing. This should be documented with pictures of pressure gauge with time stamp.

CLEANUP

During cleanup, break down and restoration the pipes shall be purged and flushed with 10% chlorine solution and any disturbed areas must be repaired as directed by CFPUA.

ADDITIONAL REQUIREMENTS

1. Contractor will furnish all labor, materials, equipment, and incidentals required to conduct bypass pumping.
2. Contractor is responsible for fines associated with any illicit discharge of waste water from the bypass associated with his pumps, parts, materials and workmanship. This could be related to pump failure, HDPE pipe or weld failure, gasket and or bolt failures, ARV related failure. Contractor is responsible to supply good equipment with fuel tanks that have no leaks along with no engine oil leaks.
3. The Contractor shall immediately remove and dispose of all offensive matter spilled during the bypass pumping at his own expense.
4. Inspection logging shall be done at each location. Status shall be recorded each hour and entire bypass piping must be inspected.
5. Connection at the gravity discharge must be as water tight as possible (elevated) and covered to prevent access and limit odor.
6. The Contractor shall provide on-site manual oversight of all bypass pumping operations 24 hours per day, 7 days per week when the bypass pumping system is in operation.
7. The Contractor shall be required to repair, at his own expense, any damage to public or private property caused by his operations.
8. Should damage of any kind occur to the existing sewers, the Contractor shall, at his own expense make repairs to the satisfaction of the ORC.
9. The Contractor shall immediately notify the Authority should a sanitary sewer overflow (SSO) occur and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Authority and/or other governmental agency. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up, and disinfect the spillage to the satisfaction of the property owner, Authority, and/or other governmental agency.

10. The Contractor shall not be permitted to overflow, bypass, pump or by any other means convey drainage to any land, street, storm drain or water course.
11. The Contractor shall cease bypass pumping operations and return flows to the new and/or existing sewer when directed by the Owner. During bypassing, no wastewater shall be leaked, dumped, or spilled in or onto any area outside the existing wastewater system. When bypass operations are complete, all bypass piping shall be flushed with a 10% chlorine solution and drained into the wastewater system prior to disassembly.
12. Contractor must take care to prevent damage to existing structures. Discharge piping to gravity sewer systems shall be designed in such a manner as to prevent discharge from contacting manhole walls or benching and full discharge shall go into downstream pipe with as minimal turbulence as possible. Contractor is responsible for any damage to manholes. It may be necessary to remove the manhole cone to provide sufficient space for the bypass piping. If this is required, the Contractor shall be responsible for any damage to existing manhole components.
13. The 24-hour monitoring person shall be properly trained, experienced, and mechanically qualified such that they can quickly and effectively address any potential emergency and non-emergency situations associated with the pumps and bypass pumping system that must remain in operation for an extended period. They must keep a log as per number 4 above.
14. Primary bypass pumps shall be critically silenced when used in residential settings or areas where excessive noise levels would create a disturbance.
15. Contractor must comply with DOT work zones, maintain traffic flow and no pipe is to run within 3 feet of EP without exception from DOT.
16. Contractor must maintain access to property with ramps/drive overs
17. All of the contractor's personnel and any contracted personnel on this specific site shall follow all CFPUA safety requirements, rules and regulations. CFPUA minimum requirement for the construction site is each employee shall wear: hard hat, safety vest and safety boots. Approved safety glasses are also required any time pipe saw or other cutting devices are utilized and as required by OSHA regulations and the contractor's standards. A safety briefing and a Contractor Safety Awareness Form (Exhibit A) will be completed prior to the start of any work.

WELL POINT SYTEM REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

This item shall govern for the temporary dewatering of trenches for the installation of utilities. Work, in general shall include:

- A. Designing, furnishing, installing, testing, operating, monitoring and maintaining a system to control ground water and surface water as required to comply with the performance requirements specified.
- B. Controlling and removing seepage and surface water from the excavation, including excavation slope erosion control.
- C. Prevention of surface water from entering the trench and diverting the surface water away from the site.
- D. Removal of the temporary dewatering system after completion of the specified portion of work.
- E. Removal of ground water and surface water from all remaining excavation, after removal of the temporary dewatering system, until construction has reached finished grades.
- F. Must be able to be onsite within one week of notification.

1.02 QUALITY ASSURANCE

The dewatering system work shall be performed by a firm which has at least five (5) years of successful experience in the field of dewatering.

The temporary dewatering system as specified in these specifications shall be the minimum system required for controlling groundwater, regardless of source. The installed system shall be capable of lowering and maintaining the groundwater to at least 3-feet below the bottom of the excavation and until the required utilities are installed. Within these limits, the Contractor shall be responsible for the design of the entire temporary dewatering system and shall make whatever modifications and additions to the system as may be required for the system to fulfill its requirements.

1.03 PERFORMANCE REQUIREMENTS

The Contractor shall:

- A. Design, furnish, install, test, operate, monitor and maintain the minimum well point system as specified herein, including all discharge piping and connections at point of discharge, sufficient to lower the ground water level or hydrostatic head below the bottom of the excavation, or lower, so as to prevent seepage of water into the

excavation and permit installation of all utilities "in the dry".

- B. Design, furnish and install, test, operate, monitor and maintain whatever additional system that may be necessary to supplement the minimum wellpoint system as specified herein, and to maintain the excavation free of groundwater seepage and surface water, regardless of source.
- C. Dispose of all seepage and surface water removed from the project, regardless of source, by methods approved by the Owner.

1.04 MAINTENANCE

The Contractor shall provide system maintenance including, but not limited to, at least daily supervision by someone skilled in the operation, maintenance, and replacement of system components. Dewatering and pressure relief shall be a continuous operation and interruptions due to power outages, or any other reason, shall not be permitted. A responsible operator capable of starting, finishing and maintaining the dewatering system and starting standby equipment shall be available to respond at all times.

1.05 CORRECTION OF WORK

The Contractor shall be fully responsible for the failure of all components of the temporary dewatering work and for all damages to work in the excavation area caused by the failure to provide, maintain, and operate the temporary dewatering system, as specified. Contractor shall restore all damaged work, including failed components of the work in this specification to a condition as good as or better than existed prior to failure of components.

1.06 JOB CONDITIONS

The Contractor shall coordinate with Owner to provide protection of persons and property:

- A. Contractor is to coordinate with Owner to provide protection of equipment using cones, barricades, signage and other protective measures. Contractor will coordinate with Owner, NCDOT, City of Wilmington to address any concerns prior to installation of well point system.
- B. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by temporary dewatering system installation and operation.
- C. Installation by Contractor with the assistance of the Owner providing 2 persons with small excavator. Well points to be installed by use of water jetting. Maximum depth of excavation not to exceed 8 ft. The well point system should extend 5 ft. past the proposed excavation. Standard installation to be placed in a "U" shape and approx. 3 ft. outside of trench box.

- D. primary bypass pumps shall be critically silenced when used in residential settings or areas where excessive noise levels would create a disturbance.

1.07 MEASUREMENT

Well point systems or dewatering systems shall be measured by the linear foot of trench being dewatered. The measurement shall be taken along the centerline of the trench

1.08 PAYMENT

Shall be made at the contract unit price bid for "well-pointing" measured as outlined in the preceding section. Such payment shall be full compensation for all materials, equipment and labor necessary to furnish, install, operate and maintain the well point system, including any necessary traffic warning systems or any work necessary to restore the site to its original condition, including any damaged facilities.

TECHNICAL SPECS

SECTION 01270

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Each pay item in the Bid includes all work that is permanent and measurable. The bid for the pay item shall include the cost of all new material, labor, equipment, taxes, overhead, profit and all equipment and materials necessary and incidental to complete the work for each pay item.

Incidental and necessary items are as follows, but not limited to inspections, material removal and disposal, restoration in grassed areas, vegetative pruning, dams, plugs and dewatering. Contractor will not be responsible for preparing any NCDOT encroachment agreement applications and will not be required to obtain any DENR permits. Contractor is responsible for securing proper licensing for the work as well as a City of Wilmington Right-of-way Permit as required for this contract.

1.03 PAY ITEM DESCRIPTION

Pay items have been set up in the Bid for all work that is permanent and measurable. The bid for each pay item shall include the cost of all new material, labor, equipment, and all else required to complete that pay item as specified.

The Bid includes the following abbreviations:

- LF = linear foot
- EA = each
- HR = hour
- LS = lump sum
- DAY= day

Item 1– Bypass Pumping-Setup: This item includes the cost to, mobilize, setup for operation, and demobilize pumps for bypassing existing wastewater flow while performing the work where required and where approved by the Authority.

Bypass pumping setup shall include the mobilization and demobilization of all equipment as necessary as well as any and all approved hoses/pipe and connection fitting necessary for getting existing wastewater flows out of and back into the existing system to and from the HDPE header pipe. The Authority must approve the use of pumps and set up prior to activating the bypass system.

Payment will be made for bypass pumping at the unit price bid.

Item 2– Bypass Pumping-Operation: This item includes the cost to operate and maintain pumps for bypassing existing wastewater flow while performing the work where required and where approved by the Authority.

Bypass pumping of sewage flows, when required by the Authority, shall be paid for at the unit price bid for the total operation of the sewer bypass. Operation of the pumps shall include but not be limited to, pump cost/rental, fuel, maintenance, regular inspection, etc. The Authority must approve the use of pumps and set up prior to performing the work.

Payment will be made for bypass pumping at the unit price bid.

Item 3– HDPE PIPE: This item includes all materials, equipment, and work required to mobilize, supply, fuse/weld, stage, assemble and demobilize HDPE Pipe for bypassing existing wastewater flow while performing the work where required and where approved by the Authority.

This item further includes payment for installation of connections, including transition couplings, accessing sewers and manholes as specified, coordination with and location of existing utilities, working around utilities within the project area, repair of any utilities damaged during construction, product testing and pressure testing, and all else incidental thereto for which separate payment is not provided under other Bid Items.

Payment will be made per linear foot at the installed pipe. Payment will be made on the basis of the unit price bid.

Payment will not be made for any length outside of the specified length as defined by the Authority unless approved by the Authority prior to installation.

Item 4– Driveway Road Ramps: This item includes all materials, equipment, and work required to mobilize, install, assemble and demobilize driveway road ramps for bypassing existing wastewater flow while performing the work where required and where approved by the Authority. This should be quoted per day.

This item further includes payment for installation of connections, including transition couplings, coordination with and location of existing utilities, working around utilities within the project area, repair of any utilities damaged during construction, product testing and pressure testing, and all else incidental thereto for which separate payment is not provided under other Bid Items.

Payment will be made per each driveway road ramp. Payment will be made on the basis of the unit price bid.

Item 5–Qualified Pump Attendant: This item includes all labor, profit and over head for the supplying a monitoring person who is properly trained, experienced, and mechanically qualified such that they can quickly and effectively address any potential emergency and non–emergency situations associated with the pumps and bypass pumping system that must remain in operation for an extended period. They must also keep a log.

Payment will be made for bypass pumping at the unit price bid.

Item 6–Well Point System: This item includes all materials, equipment, and work required to mobilize, install, assemble and demobilize a well point system. This should be quoted per day for non–emergency situations associated with the pumps and well point system that must remain in operation for an extended period.

Payment will be made for well pointing at the unit price bid

1.04 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
 - 1. The defective Work will be partially repaired to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.
- C. The authority of Owner to assess the defect and identify payment adjustment is final.

END OF SECTION

Bid Form
EMERGENCY BYPASS PUMPING & NON-EMERGENCY WELL POINT SYSTEM
23-S0705

Proposals must be submitted on this form accompanied by the contractor's qualifications by 3:00pm Thursday, February 9, 2023.

This bid form and contractors qualifications as per the contractor's qualifications must be delivered to 235 Government Center Drive, Wilmington NC 28403 attention Julia Faircloth, Procurement Manager. Late bids will not be accepted.

1. General

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to complete all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the Bidding Documents.
- 1.02 Bidder accepts all the terms and conditions of the Advertisement for Bid. Bid will remain open and valid for ninety (90) calendar days after the day of the Bid opening. Bidder will sign the Agreement and submit insurance, and other documents required by the Contract Documents within ten (10) calendar days from the date of Owner's Notice of Award.

2. Project Expectations

- 2.01 In submitting this Bid, Bidder represents, as fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

- B. The undersigned Bidder agrees that Bidder has carefully examined and become familiar with the expectations of the Work described in the Bidding Documents, and agrees that he/she has met the bidding responsibilities.

3. NON-COLLUSION, NON-SUSPENSION, AND NON-CONVICTION

- 3.01 Bidder represents that this Bid is genuine and is non-collusive.
- 3.02 Bidder further represents that he/she is not suspended or disbarred from bidding on this Work, and that Bidder has not been convicted of any charges or engaged in any unlawful act of trade in Federal or any state jurisdiction.

4. CONTRACT TIMES

- 4.01 The contract will be for one year with the option to renew for up to 3 additional one-year terms.

5. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 5.01 The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 5.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 5.03 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.
- 5.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

5.05 Price as well as contractor's qualifications and response time will be considered when evaluating bids. Response time is critical.

6. BID AMOUNT

6.01 Bidder agrees to perform all the work described in the Bidding Documents for the unit and/or lump sum prices found in the Bid tabulation. For items not included in the bid prices must be approved by ORC. *(Bid tabulation to be completed by Bidder can be found on next page.)*

7. SUBCONTRACTS

7.01 The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the AUTHORITY.

8. BIDDER CONTACT

8.01 Communications concerning this Bid shall be sent to the Bidder at the following:

Name: _____

Address: _____

Phone: _____ Email: _____

9. BID TAB

Abbreviation Table : LF = linear foot, EA = each, HR = hour, LS =lump sum, DAY=day

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1A	Bypass Pumping-Setup – Gravity Low Pressure				
A.	4-Inch Prime Vac Assist Pump	LS	1		
B.	6-Inch Prime Vac Assist Pump	LS	1		
C.	8-Inch Prime Vac Assist Pump	LS	1		
D.	10-Inch Prime Vac Assist Pump	LS	1		
E.	12- Inch Prime Vac Assist Pump	LS	1		
			Subtotal		
1B	Bypass Pumping-Setup – High Pressure				
A.	4-Inch Prime Vac Assist Pump	LS	1		
B.	6-Inch Prime Vac Assist Pump	LS	1		
C.	8-Inch Prime Vac Assist Pump	LS	1		
D.	10-Inch Prime Vac Assist Pump	LS	1		
ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
E.	12- Inch Prime Vac Assist Pump	LS	1		
			Subtotal		
2A	Bypass Pumping-Operation – Low Pressure				
A.	4-Inch Prime Vac Assist Pump	DAY	1		
B.	6-Inch Prime Vac Assist Pump	DAY	1		
C.	8-Inch Prime Vac Assist Pump	DAY	1		
D.	10-Inch Prime Vac Assist Pump	DAY	1		
E.	12- Inch Prime Vac Assist Pump	DAY	1		
			Subtotal		
2B	Bypass Pumping-Operation – High Pressure				
A.	4-Inch Prime Vac Assist Pump	DAY	1		
B.	6-Inch Prime Vac Assist Pump	DAY	1		
C.	8-Inch Prime Vac Assist Pump	DAY	1		
D.	10-Inch Prime Vac Assist Pump	DAY	1		
E.	12- Inch Prime Vac Assist Pump	DAY	1		
			Subtotal		
3A	HDPE PIPE – SDR 32.5 – Low Pressure				
A.	4-Inch HDPE Pipe	LF/day	400		
B.	6-Inch HDPE Pipe	LF/day	400		
C.	8-Inch HDPE Pipe	LF/day	400		
D.	10-Inch HDPE Pipe	LF/day	400		
E.	12-Inch HDPE Pipe	LF/day	400		

F.	15-Inch HDPE Pipe	LF/day	400		
G.	18-Inch HDPE Pipe	LF/day	400		
			Subtotal		
3B	HDPE PIPE – SDR 17 High Pressure				
A.	4-Inch HDPE Pipe	LF/day	400		
B.	6-Inch HDPE Pipe	LF/day	400		
C.	8-Inch HDPE Pipe	LF/day	400		
D.	10-Inch HDPE Pipe	LF/day	400		
E.	12-Inch HDPE Pipe	LF/day	400		
F.	15-Inch HDPE Pipe	LF/day	400		
G.	18-Inch HDPE Pipe	LF/day	400		
			Subtotal		
3C	Bauer Style piping or HDPE PIPE with Cam lock Fittings				
A	4- Inch	LF/day	400		
B	6 - inch	LF/day	400		
C	8 - inch	LF/day	400		
			Subtotal		
ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	Miscellaneous Items				
4	Driveway Road Ramps				
A.	4"	Each/day	1		
B.	6"	Each/day	1		
C.	8"	Each/day	1		
D.	12"	Each/day	1		
E.	18"	Each/day	1		
			Subtotal		
5	Qualified Pump Attendant	HR	1		
ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	Well Pointing System (for trench up to 8 ft. in depth (U shaped – design typ.)				
6	Installation and first day of operation	Lump Sum			
A.	10' Trench Length	Each/day	1		
B.	15' Trench Length	Each/day	1		
C.	20' Trench Length	Each/day	1		
			Subtotal		
			Total All Items		

Bidder Signature:

If an Individual

By: _____ Date: _____

Printed Name: _____

Doing business as: _____

Business Address: _____

Phone: _____ Email: _____

If a Corporation

Corporation: _____

By: _____ Date: _____

Printed Name: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

CONTRACTOR QUALIFICATIONS AND REFERENCES EXHIBIT A

Bypass Pumping:

Section 1 – Pumps

Contractor must provide a list of pumps types and sizes available for use for bypass pumping operations. These pumps should be a range to cover bypass of a sewer pump station with high head pressure and heavy flow from 15k gpd to 3 mgd. Pumps should also be listed that can be used for bypass of a gravity sewer system also. Contractor should also have available critically silenced pumps for operations located in or near residential areas.

- 1. List is attached ___ Yes ___ No**

Section 2- Pipe and Fittings

Contractor will provide a list of bypass material pipe, fittings and hoses to be used for bypass operations. (there will be no lay flat hose allowed) all suction piping shall have a rating sufficient to not allow the collapse of the suction line. All discharge piping will need to be pressure rated to coincide with the pump pressure discharge rating of the pump that has been selected for use along with the force main pressure where piping is connected.

- 1. List is attached ___ Yes ___ No**

Section 3 – Contact Notification and Storage Area – Bypass Pumping

Initial Contact Notification: Contractor must be able to have a qualified representative (foreman) on site within 1.5 hours when called to make an assessment of the job and schedule pumps, parts, and materials needed to install and activate a system to erect a bypass. Contractor must have a storage area or service center located within 120 miles of New Hanover County and be able to have the first equipment delivered to the site within 4 hours from the time of first notification.

- 1. Do you have qualified representative that can be on site within 1.5 Hrs? ___ Yes ___ No**
- 2. Name of Employee: _____ Title of Employee _____**
- 3. Attach Employee’s Resume in Section 6**
- 4. Location of Storage Area within 120 Miles of New Hanover County:**

- 5. Can the first equipment be delivered within 4 hours? ___ Yes ___ No**

Section 4 – Qualified Pump Service Technician

Contractor must show proof of a qualified pump service technician living in the area to respond and repair the pump units. Technician must be able to respond within one hour of being called for assistance.

1. Service Technician lives within 1 hour of the Authority Service Area? ___ Yes ___ No
2. Name of Qualified Service Technician that can respond within one hour:

3. Attach Employee's Resume in Section 6

Section 5 - Contractor Qualifications & References – Bypass Pumping

Contractor will provide a list of at least five past sewer bypass jobs they have been involved with and completed. The jobs must have been completed by the Company submitting the bid. Staff Qualifications can be listed in Section 6. The Authority reserves the right to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.

- **All jobs listed must include pipe diameters from 2” thru 48”**
- **At least three of the jobs must have been Sewer Emergencies. The projects should not have been planned in advance or have been part of a construction project.**
- **Contractor must provide proof of 1 bypass operation that was at a minimum of 5000’ in length and minimum pump discharge pipe diameter of 12”.**
- **Contractor must provide a job that involved installation of multiple bypass pumps that were connected at different locations along the bypass route to a common discharge pipe.**
- Contractor must provide project manager name for each job. Please indicate if this employee will be assigned to the Authority's Contract
- Contractor must provide detailed description of job, owner name, contact name, phone number and email address for each project. These projects will also serve as the references for the Contractor.

Emergency Project 1

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

Emergency Project 2

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

Emergency Project 3

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

Project 4 (Can be Non-Emergency):

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

5 (Can be Non-Emergency):

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

Section 6 – Staff Qualifications

Contractor will provide a list of employees that will be assigned to the CFPUA contract and how long they have employed in their position

Bypass pumping: Please provide the resumes of the main contact for the contract, the qualified representative (Foreman) that assesses the job, the qualified pump service technician that can be on site within 1 hr, the other qualified technicians that will be assigned to the contract and other key field personnel that will be assigned the contract. The resumes should detail emergency sewer bypass pumping work they have been involved in. One employee can service multiple roles below. Employees prior work experience including emergency experience can be included on the resume.

Well pointing: Please provide the resume of the main contact for the contract, the qualified representative (Foreman) that assesses the job. This can be the same employee that oversees the bypass pumping.

Employee Role	Employee Name	Title	Years with Company	Resume Attached (Y/N)
Main Contract Contact				
Qualified Bypass Pumping Representative (Forman Section 3)				
Qualified Pump Service Technician (Section 4)				
Qualified Service Technician				
Qualified Service Technician				
Qualified Service Technician				
Well Pointing Qualified Representative (Can be same as Bypass pumping Rep)				
List Additional Field Personnel Below				

Section 7 – Well Pointing

Contractor must be on site within one week of notification for well pointing jobs.

Can the contractor be on site within 1 week? ____ Yes ____ No

Contractor will provide a list of at least three past well pointing jobs they have been involved with and completed. The jobs must have been completed by the Company submitting the bid. Contractor must have been performing this type of work for at least 5 years.

Does the contractor have 5 years of experience with Well Pointing? ____ Yes ____ NO

Well Pointing Project 1

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ____ Yes ____ No

Detailed Description:

Well Pointing Project 2

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ____ Yes ____ No

Detailed Description:

Well Pointing Project 3

Project Name: _____

Owner: _____ Location _____

Contact Name & Title: _____

Phone Number: _____ Email: _____

Date Started: _____ Date Completed _____

Project Manager: _____ Employee will be assigned to Contract: ___ Yes ___ No

Detailed Description:

AGREEMENT BETWEEN
THE CAPE FEAR PUBLIC UTILITY AUTHORITY
AND

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between **CAPE FEAR PUBLIC UTILITY AUTHORITY**, a public utility authority duly authorized under Article 1 of North Carolina General Statutes Chapter 162A (“AUTHORITY”), located in New Hanover County, North Carolina and; _____ a _____ organized under the laws of the State of _____ (“CONTRACTOR”), collectively hereinafter referred to as the “Parties.”

WITNESSETH:

WHEREAS Cape Fear Public Utility Authority desires to contract with CONTRACTOR to -----
-----.

WHEREAS, the AUTHORITY has completed necessary steps for retention of professional and other services under applicable policies; and

WHEREAS, the AUTHORITY has agreed to engage the CONTRACTOR, and the CONTRACTOR has agreed to contract with the AUTHORITY, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW, THEREFORE, in consideration of the promises and other considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Scope of Services

CONTRACTOR shall perform for the AUTHORITY the services as per the proposal document attached hereto and incorporated by reference as Attachment A.

B. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Term of this Contract is effective _____, or the date of final execution of the Parties, whichever is later, through and including ----- or upon completion of the work, whichever occurs first.

C. Compensation & Time of Payment

1. For services to be performed hereunder, the AUTHORITY shall pay the CONTRACTOR a total contract amount not to exceed \$ _____, unless changed by a duly authorized amendment.
2. The standard AUTHORITY payment term is NET 30 days from the date of invoice. CONTRACTOR shall submit invoices monthly.
3. CONTRACTOR shall be paid by Electronic Fund Transfer (EFT).

D. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the AUTHORITY, and shall conform to all prevailing industry and professional standards.

E. Relationship of the Parties

- A. No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties and shall not confer any rights or remedies upon any person or entity other than the Parties.
- B. No Joint Venture. CONTRACTOR is an independent contractor and not an agent or employee of the AUTHORITY. Nothing in this Agreement shall be construed to create, constitute, give effect to, or otherwise imply a joint venture, partnership, agency, or employment relationship of any kind between the Parties.
- C. Assignment. Neither party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void.
- D. Personnel. CONTRACTOR represents that it has, or will, secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the AUTHORITY. The CONTRACTOR is wholly responsible for all work to be performed and the supervision of its employees. As such, the CONTRACTOR, or any employees, sub-contractors, or employees thereof, shall not be entitled to any AUTHORITY

employment benefits, including, but not limited to, wages or salary, vacation, sick leave, insurance, Workers' Compensation, or pension and retirement benefits.

- E. Subcontracts. The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this Contract without the written approval of the AUTHORITY.

F. Suspension or Termination of Agreement

1. Termination. The AUTHORITY may terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to the CONTRACTOR. In addition, if CONTRACTOR (i) makes or has made under this Contract any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (ii) fails to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the AUTHORITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and termination will be effective upon receipt. CONTRACTOR shall cease performance immediately upon receipt of such notice.
2. Suspension. The AUTHORITY shall also have the right to suspend this Contract upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and undertake any reasonable remedial action required by the AUTHORITY. If, in the opinion of the AUTHORITY, the CONTRACTOR remains in violation of this Contract at the completion of the ten (10) day suspension period, the AUTHORITY shall have the right to terminate this Contract whereupon all obligations of the AUTHORITY to the CONTRACTOR shall cease.
3. In the event of early termination, CONTRACTOR will be entitled to receive just and equitable compensation for actual costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the AUTHORITY. Notwithstanding the foregoing, in no event will the total amount due to CONTRACTOR exceed the total amount due CONTRACTOR under this Contract. The CONTRACTOR shall not be relieved of liability to the AUTHORITY for damages sustained by the AUTHORITY by virtue of any breach of this Contract, and the AUTHORITY may withhold any payment due to the CONTRACTOR for the purpose of setoff until such time as the AUTHORITY can determine the exact amount of damages due the AUTHORITY because of the breach.
4. Non-Appropriation. The AUTHORITY is a governmental entity, and the Contract validity is based upon the availability of public funding under the AUTHORITY's statutory mandate. If funds are not available and not appropriated to the program

specified in this Contract, then this Contract shall automatically expire without penalty to either party. In the event of a legal change in the AUTHORITY's statutory authority, mandate, or mandated functions which adversely affects the AUTHORITY's ability to continue performing obligations under this Contract, then this Contract shall automatically expire without penalty to either party.

5. Nothing contained herein shall prevent the AUTHORITY from pursuing any remedy which it may have available in law or equity against CONTRACTOR.

G. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Cape Fear Public Utility Authority (CFPUA) ----- 235 Government Center Drive Wilmington, NC 28403 Phone: 910-332-----	CONTRACTOR Phone:
--	---------------------------------

H. Insurance Requirements

CONTRACTOR shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to the AUTHORITY, of the kinds and minimum amounts specified below.

1. Additional Insured and Coverages. Before commencing work under this Contract, CONTRACTOR shall furnish AUTHORITY with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies.

The Certificate of Insurance, naming the AUTHORITY as an additional insured where specified, shall be further evidenced by an actual endorsement furnished to the AUTHORITY from the insurer.

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of professional services under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

a. Commercial General Liability

The CONTRACTOR shall maintain during the life of this Contract COMMERCIAL GENERAL LIABILITY INSURANCE coverage. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The AUTHORITY shall be named an additional insured on this policy.

b. Workers' Compensation and Employer's Liability

The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this Contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this Contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

c. Business Auto

The CONTRACTOR shall have and maintain during the life of this Agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired, and leased vehicles, providing liability limits of at least \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage. The AUTHORITY shall be named an additional insured on this policy.

d. Professional Liability Insurance

CONTRACTOR shall maintain during the life of this Contract professional liability or errors and omissions liability insurance appropriate to the Contractor's profession, naming as insured any professional, individual or firm performing the services required in this Contract. Coverage as required in this paragraph shall apply to liability for professional errors, acts, omissions or any other negligent acts arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 1,000,000 per claim.

2. Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Cape Fear Public Utility Authority, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for Cape Fear Public Utility Authority.
3. Claims-Made Coverage. If any of the above policies provide claims-made coverage:

- a. The Retroactive Date must be shown on the Certificate of Insurance and must be before the effective date of this Contract.
 - b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the Contract work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. Certificates of Insurance and Notice of Non-Renewal. The CONTRACTOR shall furnish the schedule of insurance carried under this Contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the Contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the AUTHORITY by registered mail at least thirty (30) days prior to the cancellation or non-renewal of any coverages.

I. Indemnity

To the fullest extent permitted by law, and except to the extent caused by the sole negligence or willful misconduct of the AUTHORITY, CONTRACTOR shall save, defend, hold harmless, and indemnify the AUTHORITY, its officers, directors, members, partners, agents, and employees from liability of any kind, including all claims, costs (including defense), damages, and losses accruing or resulting to any person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from all claims, costs (including defense), damages, and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR, directly or indirectly, in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

J. Warranty

The CONTRACTOR by acceptance of this Contract warrants full compliance with all applicable local, state, and federal laws and regulations and agrees to indemnify and defend the AUTHORITY against any loss, cost, liability or damage by reason of CONTRACTOR's violation of this paragraph. The CONTRACTOR expressly warrants that all items specified are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by CONTRACTOR shall be fit for this purpose.

K. No Waiver of Immunity

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the AUTHORITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement. Nothing herein shall be construed to mandate purchase of insurance by the AUTHORITY, or to in any other way waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the AUTHORITY for any reason if otherwise available as a matter of law.

L. General Terms & Conditions

A. Applicable Law

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be New Hanover County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Southern Division.

B. Conflict of Interest.

No AUTHORITY employee shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

C. Non-Waiver of Rights

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement, or condition.

D. Applicability of North Carolina Public Records Law and Confidentiality

a. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the AUTHORITY by the CONTRACTOR are subject to the public records laws of the State of North Carolina and it is the responsibility of the CONTRACTOR to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the AUTHORITY. CONTRACTOR understands and agrees that the AUTHORITY may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders

and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

- b. Except to the extent designated as a public record without exception, the information, reports, cost estimates, plans, specifications, and documents produced, prepared, or assembled by or on behalf of the CONTRACTOR under this Contract are confidential. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than designated AUTHORITY officials without the prior express written approval of the AUTHORITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports, or documents available to those individuals or firms with a direct relationship to the completion of the Project, with the prior express written consent of the AUTHORITY.

E. Entire Agreement

This Contract and any documents incorporated herein, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements, or contracts.

F. Binding Effect

This Contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, subCONTRACTORS, and subcontractors of the parties.

G. Continuing Obligation

The parties will make and execute any further instruments and documents required to carry out the purposes and intent of the Contract.

H. Reference

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Contract.

I. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

J. Severability

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Contract is held invalid, unlawful, or unconstitutional by any court of competent jurisdiction for any reason, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

K. Other Laws and Regulations

CONTRACTOR will comply with all applicable federal, state, and local standards, regulations, laws, statutes, and ordinances regarding toxic, hazardous, and solid wastes, and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision, or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state, or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

L. Amendments

This Contract shall not be modified or otherwise amended except in writing signed by the parties.

M. Survival

The respective rights and obligations under Articles E, I, J and K shall survive the expiration or termination of this Contract regardless of how or when such termination becomes effective.

N. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Contract because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Contract and may result, at AUTHORITY'S option, in a termination or suspension of this Contract in whole or in part.

O. Advertising

The CONTRACTOR shall not use the existence of this Contract, or the name of the Cape Fear Public Utility Authority, as part of any advertising without the prior written approval of AUTHORITY. Exception may be taken to the above with regard to listing the Authority as a job history reference in responses to requests for proposals.

P. E-Verify

CONTRACTOR shall comply with E-Verify, the federal E-Verify 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of CONTRACTOR's knowledge, any subcontractor employed by CONTRACTOR as a part of this Contract shall comply with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Q. Iran Divestment Act Certification

CONTRACTOR certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, CONTRACTOR shall not utilize in the performance of the Contract any subcontractor that is identified on the Final Divestment List.

R. Divestment From Companies Boycotting Israel.

CONTRACTOR certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.80, et seq. In compliance with the requirements of the Divestment from Companies Boycotting Israel Act and N.C.G.S. §147-86.82, CONTRACTOR shall not utilize in the performance of the Contract any subcontractor that is identified on the Final Divestment List.

S. Environmental Policy

The AUTHORITY has developed and implemented an ISO 14001 Environmental Management System ("EMS") and is third-party certified. Per the certification, the AUTHORITY must ensure all persons doing work on its behalf are made aware of the Environmental Policy. The Environmental Policy can be found under Environmental Management on the AUTHORITY website, www.cfpua.org. CONTRACTOR certifies by signing this Contract that they have reviewed the Environmental Policy and understand their work contributes to the effectiveness of the EMS and may have a positive or negative impact on the Environment.

M. Federal Terms and Conditions – Only for Federal Contracts

1. Contract Work Hours and Safety Standards Act

A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section M.1.A. (Overtime Requirements), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section M.1.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section M.1.A. (Overtime Requirements), above.

C. *Withholding for Unpaid Wages and Liquidated Damages.* _____ shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section M.1.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.

D. *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections M.1.A. through M.1.D. and a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections M.1.A. through M.1.D.

E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

F. *Exceptions.* None of the requirements of Section 1 of this Agreement shall apply if the Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

2. Clean Air Act and Federal Water Pollution Control Act

A. *Clean Air Act.* _____ agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The selected Contractor shall report each violation to _____ and _____ will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

B. *Federal Water Pollution Control Act.* _____ agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The selected Contractor shall report each violation to _____ and _____ will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

3. Debarment and Suspension

A. Due to its receipt of Fiscal Recovery Funds, _____ is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, the Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

B. If this Contract is a covered transaction as set forth in Section M.3.A., above, Contractor shall certify as of the date of execution of the Contract that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and any affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) the Contract shall be void, (2) _____ shall not make any payments of federal financial assistance to Contractor, and (3) _____ shall have no obligations to Contractor under the Contract.

C. The Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by _____, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

D. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to _____, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Byrd Anti-Lobbying Amendment

A. The Contractor shall certify to _____, and shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The selected Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the _____, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section M.4.A. to be included in all Subcontracts. This certification is a material representation of fact upon which _____ has relied when entering into the Contract, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

B. Any Contractor that bids or applies for a contract exceeding \$100,000 (including the Contract, if applicable) also must file with _____ the certification in Attachment A to this Contract, which is attached hereto and incorporated herein.

C. Any Subcontractor to the Contract with a Subcontract (at any Tier) exceeding \$100,000 shall file with the Tier above it the certification in Attachment A to this Contract, which is attached hereto and incorporated herein.

5. Procurement of Recovered Materials

A. Section M.5.B. shall apply if (1) the Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during _____’s preceding fiscal year exceeded \$10,000.

B. All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

6. Domestic Preferences for Procurements

A. For purposes of this Section M.6., the terms below are defined as follows:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

(2) “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, _____ and the selected Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. The Contractor shall cause any Subcontractors to include the requirements of this Section M.6 in any Subcontracts.

7. Changes:

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a written Change Order, a written Work Change Directive or written amendment signed by both parties. Upon receipt of any such executed document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

8. Access to Records

A. _____, the selected Contractor, and the parties to the Agreement will provide the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Any of the foregoing parties may reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

B. _____ agrees to retain all records covered by this Section M.8 through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Agreement and/or Contract.

9. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

A. The selected Contractor and any Subcontractor, or the successor, transferee, or assignee of the Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

10. Compliance with Federal Law, Regulations and Executive Orders.

A. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Conflicts of Interest; Gifts and Favors

A. _____ will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the _____ Conflict of Interest Policy, any Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§14-234(a)(1) and -234.3(a)).

B. The selected Contractor shall certify to _____ that as of the date of execution of the Contract, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of _____ or any party to the Agreement involved in the selection, award, or administration of the Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should the Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date thereof, Contractor shall promptly disclose the same to _____ in writing.

C. The selected Contractor shall certify to _____ that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of _____. Should the Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date thereof, Contractor shall promptly disclose the same to _____ in writing.

12. Other Non-Discrimination Statutes

A. _____ is bound by and agrees, to the extent applicable to the selected Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

- (1) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (4) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. DHS Seal, Logo and Flags

A. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14. No Obligation by Federal Government

A. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Fraud and False or Fraudulent or Related Acts:

A. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

16. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

B. Contractors shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- (3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

17. Miscellaneous

A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), _____ shall encourage the selected Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), _____ shall encourage the selected Contractor to adopt and enforce policies that ban text messaging while driving.

Cape Fear Public Utility Authority Contract No. 23-S0705

IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

This Agreement will be effective on ____ day of _____, 20____.

CONTRACTOR

SEAL:

ADDRESS:

ATTEST:

BY: _____

BY: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

(President, VP, Assistant VP)

(Secretary, Assistant Sec)

I, _____, a Notary Public, certify that the corporation's Secretary, Assistant

Secretary, Mr./Mrs./Ms. _____ personally came
Name of Secretary, Assistant Sec

before me this day and acknowledged that s/he is the _____ of
(Secretary, Assistant Secretary)

_____, a corporation, and that by authority duly given and as act of the

corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant

Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and
Name of President, VP, Assistant VP

attested by him/herself as its Secretary, Assistant Secretary, or Trust Officer.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

Notary Public

My commission expires: _____ (SEAL)

Cape Fear Public Utility Authority Contract No. 23-S0705

AUTHORITY

CAPE FEAR PUBLIC UTILITY AUTHORITY SEAL:

235 Government Center Drive
Wilmington, North Carolina 28403

BY: _____ ATTEST: _____
Kenneth R. Waldroup Donna S. Pope
Executive Director Clerk to the Board

NORTH CAROLINA
NEW HANOVER COUNTY

I, _____ the undersigned Notary Public do hereby certify that Donna S. Pope personally came before me this date and acknowledged that she is the Clerk to the Board of Cape Fear Public Utility Authority, Wilmington, North Carolina, and that, by authority duly given and the act of the Board, the foregoing document was signed in its name by its Executive Director, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

Notary Public My commission expires: _____

AUTHORITY ATTORNEY'S CERTIFICATION

This instrument has been reviewed and is approved as to form this the ____ day of _____, 20____.

Nicolette Fulton, Deputy Authority Attorney

AUTHORITY ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 20____.

John McLean, CFO

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Anti-Lobbying Certification Attachment A To Be Submitted with Bid)**

Must be submitted with the bid

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form , “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

MBE/WBE (DBE) Compliance Form

Contracting with Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms

Contractor shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

- (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists
- (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources
- (3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and other agencies such as NC HUB Office.

Contractor has read the information in this MBE/WBE (DBE) Compliance Supplement and where reasonable follow the affirmative steps above to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

Contractor Name (Print)

Contractor Representative (Sign & Date)