

BRUNSWICK COUNTY INVITATION TO BID

Utility Operations Center Parking Lot Repair

ISSUE DATE: **May 9, 2025**

DUE DATE: **May 27, 2025**



[BRUNSWICKCOUNTYNC.GOV/BID](https://www.brunswickcountync.gov/bid)

1. OVERVIEW

Brunswick County is soliciting bids for the milling and resurfacing of selected sections of the Brunswick County Utility Operations Center (“UOC”) parking lot, located at 250 Grey Water Road NE, Supply, NC 28462. The project is expected to cover approximately 60,512 square feet. The work will include milling the existing pavement in designated areas, filling them with two (2) inches of asphalt, and completing full-depth patching and repairs over approximately 300 square feet. Additionally, the project will require striping and pavement markings, including 4-inch white latex painted stripes and five (5) directional arrows. Traffic control measures must be implemented to ensure partial access to the parking lot remains available during work hours. Please see Exhibit “B” for a map of UOC parking lot.

Any changes to the specifications or Scope of Work contained herein will be made in the form of an Addendum to this Invitation to Bid and will be supplied to all known prospective bidders and posted on the Brunswick County website. Notwithstanding the foregoing, bidders will be responsible for ensuring that they have all addenda. Brunswick County may negotiate and refine final specifications and Scope of Work with the selected bidder.

2. SCOPE OF WORK

A more detailed Scope of Work includes, but is not necessarily limited to, the following:

- 2.1 Site preparation and traffic control measures to ensure partial access to the parking lot remains available during normal business hours. Consideration of after-hours or weekend work may be required. Contractor is responsible for all signage and barriers to guide vehicles and pedestrians safely around the work zones.
- 2.2 Mill the existing asphalt pavement in designated areas to the appropriate depth to remove deteriorated surfaces and prepare for resurfacing.
- 2.3 Full depth patching by excavating and removing approximately 300 square feet of severely damaged pavement sections. Rebuild these sections with appropriate base materials and compacted asphalt to restore structural integrity.
- 2.4 Apply a uniform layer of asphalt SF 9.5 over the milled areas with a standard thickness of two (2) inches, while ensuring smooth transition from existing asphalt and new asphalt areas.
- 2.5 Reapply pavement markings, including four (4)-inch white latex painted stripes for parking spaces and traffic lanes. This includes approximately ninety (90) linear feet of four (4)-inch-wide white parking space lines, along with the marking of two (2) accessible parking spaces. These accessible spaces will feature the International Symbol of Accessibility and include adjacent access aisles, as required by the Americans with Disabilities Act (ADA).

- 2.6 Paint five (5) directional arrows to guide traffic flow within the parking lot. These must adhere to the North Carolina Department of Transportation (NCDOT) standards for pavement markings.
- 2.7 Site cleanup and restoration. Remove all construction debris and materials from the site. Ensure the parking lot is clean and ready for use upon project completion.

3. SPECIFICATIONS

The contractor shall adhere to all applicable Brunswick County Technical Specifications and Standard Details, located on the Brunswick County website at <https://www.brunswickcountync.gov/245/Engineering-Design-Manual>. This includes, but is not necessarily limited to, the following:

- TS 009 Erosion and Sediment Control
- TS 017 Asphalt Paving

4. LICENSING

All contractors are hereby notified that they must have proper licenses as required under the state laws governing their respective trades. General Contractors are notified that Chapter 87 of the General Statutes of North Carolina, as applicable, will be observed in receiving and awarding general contracts. Contractor will be required to provide proof of applicable licensure.

5. SITE VISIT

A site visit is highly recommended prior to submitting a bid for the work. A site visit will be held on May 14, 2025, at 9:00 am ET. If needed, contact Mario Barron by email at Mario.barron@brunswickcountync.gov for an alternative date or time.

6. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Invitation to Bid shall be submitted in writing to the attention of Mario Barron at mario.barron@brunswickcountync.gov no later than May 15, 2025, at 1:00 pm ET. A copy of all questions, further clarifications and answers will be made in the form of an Addendum to this Invitation to Bid and will be provided to all known bidders and posted on the County's website. Notwithstanding the foregoing, bidders will be responsible for ensuring that they have all addenda.

Bidders are expressly prohibited from contacting any Brunswick County official or employee regarding this Invitation to Bid, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the bidder.

7. SCHEDULE

The work shall begin within ten (10) days of issuance of a Notice to Proceed by Brunswick County and shall be completed within one hundred eighty (180) days of issuance of the Notice to Proceed. There may be limitations on when the work may be performed based on the operational needs of the facility. Contractor shall provide a detailed proposed schedule with its submitted bid.

8. BID DEADLINE AND SUBMITTAL REQUIREMENTS

Bids must be received no later than May 27, 2025, at 3:00 pm ET. Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a bid prior to the stated date and time. Incomplete Bids or bids inconsistent with the required format shall be disqualified from consideration.

Those interested should submit one (1) hard copy or one (1) electronic copy of the bid. Bids may be mailed, hand delivered, or emailed to the following:

Mail: Mario Barron
P.O. Box 249
Bolivia, NC 28422

Hand Delivery: Mario Barron
250 Grey Water Road
Supply, NC 28462

Email: mario.barron@brunswickcountync.gov

9. EXPENSES

Brunswick County will not be responsible for any costs or expenses incurred by the contractor in submitting a bid or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the procurement described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

10. RIGHT TO SUBMITTED BIDS AND SUPPORTING DOCUMENTS

All written correspondence, bids, and supporting documents received by Brunswick County in connection with this Invitation to Bid will become the property of Brunswick County. Brunswick County reserves the right to use any ideas in a bid or supporting documents regardless of whether the bid is selected.

11. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Invitation to Bid, by submitting a bid, contractor, if selected, agrees to enter into and be bound by the provisions of a Construction or Repair Agreement in substantially the form attached hereto and incorporated herein by reference.

To the extent that any of the terms of this Invitation to Bid and the terms of the Construction or Repair Agreement conflict, the terms of the Construction or Repair Agreement shall prevail. No agreement will be valid until it has been fully executed by the parties. **Contractor may not perform any services until the Construction or Repair Agreement is fully executed by both parties.**

12. INSURANCE

To the extent applicable, contractor must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

13. BID CONDITIONS

Submission of a bid indicates explicit acceptance by the contractor of the terms and conditions contained in this Invitation to Bid and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any or all bids. Brunswick County reserves the right to waive informalities or to amend the specifications of this Invitation to Bid and request new bids at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

14. AWARD

Brunswick County reserves the right to award a contract, based on initial bids received from contractors, without discussion and without conducting further negotiations. Award shall be made to the lowest responsive, responsible bidder unless otherwise specified. Brunswick County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Brunswick County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties.

15. NON-DISCLOSURE OF INFORMATION

Contractor and its agents shall treat all data and information associated with this Invitation to Bid, including, without limitation, the Invitation to Bid, all reports, recommendations, specifications and other data as confidential. Contractor and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Brunswick County.

16. NORTH CAROLINA PUBLIC RECORDS

All bids received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the contractor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the contractor. In addition, it shall be the sole responsibility of the contractor to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material

determined by a court of competent jurisdiction to be proprietary or trade secret. Contractor hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of contractor's proprietary or trade secret designation.

17. CERTIFICATION

Contractor hereby certifies that it has carefully examined this Invitation to Bid and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and without collusion or fraud.

NORTH CAROLINA
BRUNSWICK COUNTY

CONSTRUCTION OR REPAIR AGREEMENT
[Small Projects – Non-Federal Funding Only]

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “County” or the “Owner”), party of the first part, and {Vendor Name}, (hereinafter referred to as the “Contractor”), party of the second part.

WITNESSETH:

1. PROJECT; FEES

The work to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees and costs for said Project are set forth in Exhibit “A” or in any bidding documents, exhibits, and/or attachments referenced herein which are hereby incorporated by reference and made an integral part of this Agreement. Any conflict between or among the language in any bidding documents, an exhibit or attachment, and/or the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT; TERMINATION; LIQUIDATED DAMAGES

- (a) *Term*. The term of this Agreement begins on the date set forth in the Notice to Proceed issued by Brunswick County (the “Effective Date”) and continues in effect until {Expiration Date}, unless sooner terminated as provided for herein. Notwithstanding the foregoing, the duration of the Project is expected to be **one hundred eighty (180)** consecutive calendar days from issuance of the Notice to Proceed by Brunswick County, unless extended by mutual written agreement of the parties. **No work may commence under this Agreement until the Agreement has been fully executed by both parties and the County issues a Notice to Proceed.**

- (b) *Termination*. The County may terminate this Agreement at any time without cause by giving thirty (30) days’ written notice to the Contractor. As soon as practicable after receipt of a written notice of termination without cause, the Contractor shall submit a statement to the County showing in detail the work performed under this Agreement through the effective date of termination. The County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. The Contractor shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, the County may terminate this Agreement immediately and without notice to the Contractor if the Contractor becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against the Contractor, or has a receiver or trustee appointed for substantially all of its property, or if the Contractor allows any final judgment to stand against it unsatisfied for a period

of forty-eight (48) hours. **No work may commence under this Agreement until the Agreement has been fully executed by both parties and the County issues a Notice to Proceed.**

(c) *Liquidated Damages.* There are **no** liquidated damages associated with this Project.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay the amount set forth on Exhibit "A" for the Project satisfactorily completed in accordance with this Agreement. Unless otherwise specified, the Contractor shall submit monthly invoices to the County and include detail of all work delivered or performed under the terms of this Agreement. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Contractor, the County shall inform the Contractor in writing of the disputed charges. Once the dispute has been resolved, the Contractor shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Contractor, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by the Contractor under this Agreement.

5. CONSTRUCTION SCHEDULE

Within ten (10) days of the award of the Agreement, the Contractor shall furnish the County a construction schedule setting forth planned progress of the Project broken down by the various phases of the Project and by calendar days.

6. PERFORMANCE AND PAYMENT BONDS

If required by applicable statute, the Contractor shall furnish performance and payment bonds covering 100% of the contract amount for the faithful performance of the Agreement and payment of all obligations arising under or related in any way to the Project. The Contractor shall immediately furnish a copy of such bonds to the County upon request. Bonds must be issued by surety companies authorized to conduct business in North Carolina.

7. LICENSING

The Contractor shall have proper licenses, as required by applicable statute, governing their respective trades. General Contractors acknowledge and agree that, if applicable, Chapter 87 of the North Carolina General Statutes will be observed for the Project. The Contractor is required to provide proof of applicable licensure prior to commencing any work on the Project.

8. INDEPENDENT CONTRACTOR

Both the County and the Contractor agree that the Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. The Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, the Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. The Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that the Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then the Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

9. CONTRACTOR REPRESENTATIONS

- (a) The Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (b) The Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for the Contractor to enter into and perform its obligations under this Agreement;
- (d) The Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- (e) The Contractor will perform all work in conformity with the specifications and requirements of this Agreement;
- (f) Unless otherwise agreed by the parties, the Contractor agrees that all materials will be new and of good quality;

- (g) The work provided by the Contractor under this Agreement will not violate, infringe, or misappropriate any patent, copyright, trademark, or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- (h) The Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (i) The Contractor acknowledges that if any specific licenses, certifications, or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (j) The Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies, and security procedures applicable to work on the County's premises. Such rules, regulations, policies, and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

10. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

The Contractor shall be solely responsible for any damage to or loss of the County's equipment, facilities, property, and/or data arising out of the negligent or willful act or omission of the Contractor or its subcontractors. In the event that the Contractor causes damage to the County's equipment or facilities, the Contractor shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

11. NON-ENDORSEMENT AND PUBLICITY

The County is not endorsing the Contractor or its work, and the Contractor is not permitted to reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the foregoing, the parties agree that the Contractor may list the County as a reference in response to requests for proposals and may identify the County as a customer in presentations to potential customers.

12. NON-EXCLUSIVITY

The Contractor acknowledges that the County is not obligated to contract solely with the Contractor for the work covered under this Agreement.

13. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

14. DEBARMENT

The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. The Contractor must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

15. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of the Contractor, its employees or agents. The Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

16. MINORITY BUSINESS ENTERPRISES

The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

17. INSURANCE

The Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its subcontractors procures and maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. The Contractor shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. The Contractor shall have no right of recovery or subrogation against the County (including its officers, agents and employees), it being the intention of the parties that the

insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

18. WORKERS' COMPENSATION

To the extent required by law, the Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling the Contractor's obligations under this Agreement. The Contractor agrees to furnish the County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

19. REMEDIES

- (a) *Right to Cover.* If the Contractor fails to commence work on the Project within the time specified, fails to meet any completion date or resolution time specified, fails to perform the work with sufficient workmen, equipment and materials, discontinues the prosecution of the work, performs the work unsuitably, or if the Contractor is otherwise in default under this Agreement, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
- i. Require the surety, if a payment bond has been required, to promptly take over and complete the Project in the manner and within the timeframe specified.
 - ii. If the surety fails to promptly take over and complete the Project in the manner specified and within fifteen (15) days of being notified by the County to do so, or if a performance bond was not required for the project, the County may employ such means as it may deem advisable and appropriate to perform itself or obtain the work from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement.
 - iii. Deduct any and all expenses incurred by the County in obtaining or performing the work from any money then due or to become due the Contractor and, should the County's cost of obtaining or performing the work exceed the amount due the Contractor, collect the amount due from the Contractor and surety.
- (b) *Right to Withhold Payment.* The County reserves the right to withhold any portion, or all, of a scheduled payment if the Contractor fails to perform under this Agreement until such breach has been fully cured.
- (c) *Setoff.* Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- (d) *Other Remedies.* Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (e) *No Suspension.* In the event that the County disputes in good faith an allegation of breach by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit any work or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to sixty (60) days.

20. TAXES

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

21. HEALTH AND SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees in connection with performing the work and other persons who may be affected thereby.

22. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, the Contractor understands that it is a requirement of this Agreement that the Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and the Contractor shall require its subcontractors to do the same. Upon request, the Contractor agrees to provide the County with an affidavit of compliance or exemption.

23. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products;

and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (a) in the public domain through no fault of the Recipient;
- (b) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (d) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (e) disclosed with the prior written consent of the Discloser; or
- (f) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

24. OWNERSHIP OF WORK PRODUCT

Should the Contractor’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of the County and may be used by the County on other projects without additional compensation to the Contractor.

25. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

26. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

27. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

28. GOVERNMENTAL IMMUNITY

The County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

29. NON-WAIVER

Failure by the County at any time to require the performance by the Contractor of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral, related specifically to the Project herein.

31. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

32. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising

under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

33. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both the Contractor and the County.

34. NOTICES

- (a) *Delivery of Notices.* Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (b) *Effective Date of Notices.* Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
 - a. *Notice Address.* Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

For the Contractor: {Vendor Name}
{Vendor Address}
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

35. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

Date: _____

[SEAL]

{VENDOR NAME}

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Aaron C. Smith, Finance Director
Brunswick County, North Carolina

Date: _____

APPROVED AS TO FORM

Bryan W. Batton, County Attorney /
Ryan S. King, Assistant County Attorney

Date: _____

EXHIBIT "A"
SCOPE OF PROJECT/FEES AND COSTS

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverage according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$ 5,000	Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

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

C. COMMERCIAL AUTOMOBILE LIABILITY

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

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should not in the Description of Operations the following:
Department: _____
Contract #: _____
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
ATTENTION: Brunswick County Risk Management
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of service.

BID FORM

Contractor shall provide a firm, fixed price for all work described in the Invitation to Bid. All costs are to be inclusive of all expenses, including, but not necessarily limited to, labor, general overhead, field overhead, materials, equipment, incidentals, food, water, any travel and lodging facilities, etc. necessary to complete the Scope of Work.

Name of Company _____

Address _____

Phone No. _____

Email _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise - Yes or No _____

Bid Submitted By _____

(Printed Name)

(Signature)

Title _____

Date _____

Firm, Fixed Price for all work and conditions noted in the Invitation to Bid

\$ _____

EXHIBIT "A"
Map of UOC Parking lot

