



**ROCKY MOUNT**  
FINANCE  
THE CENTER OF IT ALL

**Energy Resources**

**Invitation for Bid #: 320-211125TW**

**Concrete Pad for Sub 7, Generator #1**

**Date of Issue: 1/5/2026**

**Proposal Due Date: 1/29/2026**

**at 02:00 P.M. ET**

**Direct all inquiries concerning this IFB to:**

Tracy Winfield

Purchasing Associate II

Email: [tracy.winfield@rockymountnc.gov](mailto:tracy.winfield@rockymountnc.gov)

Phone: 252-972-1229

**Attendance of bidders at pre-bid meeting on the job site is required. No bids will be accepted from any vendor not represented at the pre-bid meeting.**

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**CITY OF ROCKY MOUNT  
STANDARD FORM OF INFORMAL CONTRACT  
AND GENERAL CONDITIONS**

FOR

**IFB 320-211125TW**

The City of Rocky Mount seeks proposals from qualified contractors capable of delivering all labor, materials, equipment, tools, and incidentals required to: (1) construct a concrete pad for a generator; (2) install associated underground conduit systems; and (3) install the grounding ring and all necessary grounding connections - all specified in the design documents. Contractors must ensure that all work fully complies with local building and electrical codes, the National Electrical Code (NEC), City of Rocky Mount standards, and the referenced engineering drawings.

Location: **218 Sutton Rd, Rocky Mount, NC 27801**

Reference Drawings: **CORM-Sub7-Gens-2025-1119-1 (Sheets E4, E4.1, E4.2, E5, E7)**

**1. Concrete Generator Pad**

**A. Work Requirements:**

- Construct reinforced concrete pad per dimensions and structural details (Sheet E7 - Pad and Bollard Details). CORM-Sub7-Gens-2025-1119-1
- Concrete shall meet the specified strength and reinforcement requirements shown in the engineering drawings.
- Includes sub-grade preparation, compaction, formwork, reinforcement placement, concrete placement, finishing, and curing.
- Contractor shall ensure pad elevation aligns with the site plan (**Sheet E4 - Equipment Layout Plan**).

**B. Deliverables:**

- Installed and finished the concrete pad, ready to receive generator equipment.
- As-built elevation and layout measurements.

**2. Underground Conduits (Work Requirements)**

**A. Work Requirements**

- Install conduits per **E4.1 – Conduit Plan** including all :
  - Power conduits
  - Control conduits
  - Stub-ups at the generator and termination points
- Contractors shall trench, install bedding, place conduits, backfill, and restore areas disturbed by excavation.
- All bends, sweeps, conduit sizes, and routing must follow the engineering drawings.

- Install pull strings in all conduits.
- Maintain required separations from grounding conductors and other underground utilities.

#### **B. Materials**

- Schedule as indicated in drawings (PVC, RMC, or other as shown).
- Conduits, fittings, spacers, sweeps, and warning tape.

#### **C. Deliverables**

- Complete conduit system tested for continuity and free of obstructions.
- As-built routing documentation.

### **3. Grounding Ring Installation**

#### **A. Work Requirements**

- Install complete grounding ring and connections per **E4.2 – Ground Grid Plan** and **E5 – Grounding Diagram**. CORM-Sub7-Gens-2025-1119-1
- Work includes:
  - Trenching around pad perimeter per grounding plan.
  - Installing bare copper conductor (size per drawings).
  - Cadweld exothermic welds or approved irreversible mechanical connections.
  - Ground rods driven to depth per the grounding detail.
  - Bonding generator pad rebar (if required by E5).
  - Installing all required test wells or connections.

#### **B. Testing**

- Perform ground resistance measurements following NEC and engineering requirements.
- Submit test results to the City of Rocky Mount for approval.

### **4. Site Restoration**

- Restore any disturbed surfaces to pre-construction condition.
- Remove excess materials, debris, and construction waste.

### **5. Contractor Responsibilities**

- Coordinate all work with City of Rocky Mount site personnel.
- Perform utility locates before any excavation.
- Provide a schedule of work and maintain safe working conditions.
- Follow all substation entries and safety protocols.

**6. Exclusions (Unless Specifically Added)**

- Generator equipment installation.
- Wiring/pulling conductors.
- Bollards (if required separately—can be added).
  - Bollards are included if shown on Sheet E7.
- Fencing or civil site improvements not shown on plans.
- Any work not shown in the referenced drawings.

**7. Submittals Required**

- Product data for concrete, reinforcement, conduit materials, and grounding components.
- Concrete mix design.
- Ground resistance test results.
- As-built drawings.

**I. PROJECT SCHEDULE**

| Event   | Responsibility | Date and Time                            |
|---|----------------|--|
| Issue IFB                                       | City           | Monday, January 5, 2026                  |
| Mandatory Pre-Bid Site Visit                    | City           | Wednesday, January 14, 2026, at 10:00 am |
| Submit Written Questions                        | Contractor     | Tuesday, January 20, 2026                |
| Provide Response to Questions/Addendum Deadline | City           | Thursday, January 22, 2026               |
| Submit Proposals                                | Contractor     | Thursday, January 29, 2026 at 2:00 pm    |
| Contract Award                                  | City           | TBD                                      |
| Estimated Completion Date                       | Contractor     | TBD                                      |

**II. MANDATORY PRE-BID SITE VISIT**

**Instructions:** It is mandatory that each Vendor representative be present for a pre-bid/site visit on **Wednesday, 1/14/2026. Attendees must meet promptly at 10:00 am Eastern Time at 218 Sutton Rd., Rocky Mount, NC 27801.**

The purpose of this visit is for all prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Contractors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Contractor would recognize as affecting the work called for or implied by this proposal.

Contractors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements

in this Request for Proposal, must be confirmed by a written addendum before it can be considered to be a part of this proposal.

**III. QUESTIONS**

Written questions shall be emailed to [tracy.winfield@rockymountnc.gov](mailto:tracy.winfield@rockymountnc.gov) by the date and time specified in the proposal schedule. Contractors will enter “IFB #320-211125TW – Questions” as the subject for the email.

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum on the City of Rocky Mount Purchasing web page <https://www.rockymountnc.gov/Bids.aspx>, and the North Carolina Department of Administration website <https://evp.nc.gov/solicitations/>, and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

**IV. MINORITY BUSINESS PARTICIPATION**

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders, even MWBE/HUBs, to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

| MWBE FIRM | OWNERSHIP STATUS | ADDRESS | WORK TYPE |
|-----------|------------------|---------|-----------|
|           |                  |         |           |
|           |                  |         |           |
|           |                  |         |           |

**V. PROPOSAL SUBMITTAL**

Contractors interested in performing the services requested must submit the following information:

- One (1) paper copy of their IFB response, including name, address, and phone number of contact person. IFB responses shall be addressed to:

Attn: **IFB 320-211125TW**  
 City of Rocky Mount  
 Purchasing - Tracy Winfield  
 331 S. Franklin Street  
 Rocky Mount, NC 27802

All IFB responses shall be received by the date and time noted in the schedule on page 4. IFB responses may be sent via US Mail, FedEx, UPS, or hand delivered. **Faxed IFB responses will not be accepted.**

**Proposal Submission Requirements:** Vendors shall not modify, alter, or edit any part of this Request for Proposal (IFB) document. Any additional information, clarifications, or exceptions must be provided on a separate sheet of paper and clearly referenced in the proposal. Failure to comply with this requirement may result in the disqualification of the proposal.

**BID BOND**

A Bid Bond in the amount of five percent (5%) of the total bid price shall accompany any bid of **\$500,000.00 or more**. A one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond will be required for any contract awarded in the amount of **\$300,000.00 or more**.

**VI. METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

Pursuant to North Carolina General Statutes Section 143-131, **“award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”**

While the intent of this IFB is to award a Contract(s) to single Vendor, the City reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

**Local Preference Policy.** *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsive, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsive, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at*

<https://www.rockymountnc.gov/DocumentCenter/View/578/Local-Preference-Policy-PDF>

**VII. REFERENCES**

Vendors shall provide at least three (3) different references for which your company has provided Services of a similar size and scope to that proposed herein. The city of Rocky Mount may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein, and the Contractor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the quote. If the city of Rocky Mount references are provided, they cannot be counted towards your three (3) required references, but may be included in addition to.

| COMPANY NAME                         | CONTACT NAME | TELEPHONE NUMBER | EMAIL |
|--------------------------------------|--------------|------------------|-------|
|                                      |              |                  |       |
|                                      |              |                  |       |
|                                      |              |                  |       |
| <b>Optional:</b> City of Rocky Mount |              |                  |       |

**VIII. CITY'S RIGHTS AND OPTIONS**

The City reserves the following rights, which may be exercised at the City's sole discretion:

To supplement, amend, substitute, or otherwise modify this IFB at any time;

- To cancel this IFB with or without the substitution of another IFB;

- To take any action affecting this IFB, this IFB process, or the Services or facilities subject to this IFB that would be in the best interests of the City;
- To issue additional requests for information;
- To require one or more Service Providers to supplement, clarify, or provide additional information in order for the City to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Service Provider;
- To waive any defect or irregularity in any Proposal received;
- To reject any or all Proposals;
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding

**ATTACHMENT A: PROPOSAL/ACCEPTANCE FORM**

For

**Concrete Pad for Sub 7, Generator #1**

**IFB 320-211125TW**

The City of Rocky Mount seeks proposals from qualified contractors to build a generator concrete pad, install underground conduit systems, and install a grounding ring with all necessary grounding connections.

All labor, materials, equipment, tools, and incidentals must be provided, and the work must strictly follow the design documents. All work must comply with applicable local building and electrical codes, the National Electrical Code (NEC), and City of Rocky Mount standards.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete in accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

**TOTAL BASE PROPOSAL:** \_\_\_\_\_ **Dollars \$** \_\_\_\_\_

Respectively submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

**(Contractor's Name)**

Federal ID#: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

*(Owner, partner, corp. Pres. Or Vice President)*

Address: \_\_\_\_\_

\_\_\_\_\_  
*(Proprietorship or Partnership)*

Attest: *(corporation)*

Email Address: \_\_\_\_\_

**(Corporate Seal)**

By: \_\_\_\_\_ License #: \_\_\_\_\_

Title: \_\_\_\_\_

*(Corporation, Secretary. /Asst. Secretary.)*



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**ATTACHMENT C: GENERAL CONDITIONS**

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**1. GENERAL**

It is understood and agreed that by submitting a proposal that the Contractor has examined these contract documents, drawings and/or specifications and has visited the site of the Work and has familiarized himself relative to the Work to be performed.

**2. DEFINITIONS**

**Owner:** "Owner" shall mean, The City of Rocky Mount

**Contractor:** "Contractor" shall mean the entity that will provide the services for the Owner.

**Designer:** The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

**Contract Documents:** "Contract Documents" shall consist of the Standard Form of Informal Bidding; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

**INTENT AND EXECUTION OF DOCUMENTS**

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

**4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS**

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

**5. SUBMITTAL DATA**

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

## 6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of proposals or by the date specified in the pre proposal conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

## 7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

## 8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.

- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to proposals the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of proposals shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

## 9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance with them, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it, in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

\*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project.

## 10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same, and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's

property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.

- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

## 11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

## 12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the

Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

### 13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, an Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
  2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks

necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.
- At the time of signing a change order, the contractor shall be required to certify as follows:
- "I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit. above and "net cost" and "cost" per paragraph e. ( will become d) above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

#### **14. ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

#### **15. TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via email or certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

#### **16. OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by email or certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such

action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

## 17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
  1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
  2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within thirty (30) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

**THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE:** "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

## 18. PAYMENTS WITHHELD

The designer with the approval of the Owner, may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for a sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - i. Claims filed against the contractor or evidence that a claim will be filed.
  - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due to the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S.

143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## 19. MINIMUM INSURANCE REQUIREMENTS

Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. All such insurance shall meet all laws of the City of Rocky Mount. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Insurance. Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount of \$500,000.00 for all employees participating in the provision of services under this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

## 20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

## 21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

## 22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

### **23. STANDARDS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State or City inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

### **24. EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

### **25. MINORITY BUSINESS PARTICIPATION**

The Contractor has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Contractors even minority businesses to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

### **26. MINORITY BUSINESS STATUTE**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses valued \$100,000.00 or more for each State funded building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority proposals and to attain the goal. The contractor shall include with his proposal a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix F MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D. These forms provided herein are hereby incorporated and made a part of this contract. Forms can be found at <https://www.rockymountnc.gov/316/ Vendor-Registration>

MWBE documentation requirements shall apply based on the final awarded contract value in accordance with NC General Statutes and City policy.

## **27. ACCESS TO PERSONS AND RECORDS**

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## **28. GOVERNING LAWS**

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

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## ATTACHMENT D: SUPPLEMENTAL GENERAL CONDITIONS

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### TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence the Work under this Contract on the date specified in the written *Notice to Proceed* issued by the Designer/Owner and shall fully complete all Work within **sixty (60) consecutive calendar days** from the date of such Notice to Proceed. Once the Work has commenced, on-site construction activities are anticipated to require no more than **fourteen (14) consecutive calendar days** to complete.

Time is of essence with respect to the performance of all obligations under this Contract. Should the Contractor fail to complete the Work within the Contract Time, the Owner shall be entitled to recover liquidated damages in the amount of **One Hundred Dollars (\$100.00)** for each calendar day that the Work remains incomplete beyond the Contract Time.

### PERMITS AND INSPECTIONS

#### Permits:

No state, local, or other governmental permits or approvals shall be required for the Work under this Contract. The Work is located entirely within an existing electric substation and is governed by the rules and requirements of the **National Electrical Safety Code (NESC)**; accordingly, local permitting and inspection requirements under the National Electrical Code (NEC) or other local permitting ordinances do not apply.

#### Inspections:

Inspections of the Work shall be performed by the Owner's designated representatives, including but not limited to the **Generator Supervisor and other authorized Rocky Mount staff**, as the Work is being performed. Such inspections are for the Owner's satisfaction that the Work is performed in accordance with this **Contract and applicable NESC standards**.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

### CONSTRUCTION SCHEDULE

Project start date will be , 2026 with a completion date of , 2026. Contractor to provide a schedule for how they intend to complete the project within the proposed project timeframe.

### PAYMENTS

Payment will be provided following the approved application and certification for payment throughout the project.

### UTILITIES

Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.

### USE OF SITE

May be restricted. Work hours may be limited. Parking permits may be required.

**ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (984) 236-0130. The Vendor shall respond to questions (a) and (b) below.

- a) Is Vendor a Historically Underutilized Business?  **Yes**  **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  **Yes**  **No**

If so, state HUB classification:

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**CONTRACTOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration, also complete the form. Once registration is complete, email a copy of your W-9 and E-Verify Affidavit to the contact person listed on the coversheet.

<https://www.rockymountnc.gov/316/Vendor-Registration>

**ATTACHMENT F: PROPOSED PRODUCTS FORM**

| No. | Item | Proposed Product(s) | Supplier Names & Addresses |
|-----|------|---------------------|----------------------------|
| 1   |      |                     |                            |
| 2   |      |                     |                            |
| 3   |      |                     |                            |
| 4   |      |                     |                            |
| 5   |      |                     |                            |

**CERTIFICATION BY PRIME CONTRACTOR:**

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner or Designer

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**ATTACHMENT G: MWBE FORMS**

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For construction contracts with a value of \$30,000 or greater, the contractor is expected to complete the Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E (if applicable). These forms provided herein are hereby incorporated and made a part of this IFB. Forms can be found at <https://www.rockymountnc.gov/311/Minority-Women-Business-Enterprise-MWBE->

**ATTACHMENT H WORKERS' COMPENSATION INDEMNITY AGREEMENT**

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**Project Title:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

This Workers' Compensation Indemnity Agreement ("Agreement") is entered into by and between the City of Rocky Mount ("City") and the undersigned Contractor as a condition of award of the above-referenced contract.

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**1. Certification of Coverage**

The Contractor certifies that it is in compliance with the North Carolina Workers' Compensation Act (NCGS Chapter 97) and has obtained all necessary workers' compensation insurance coverage for its employees.

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**2. Indemnification**

The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, or expenses (including attorney's fees) arising out of:

- The Contractor's failure to maintain workers' compensation insurance as required by law;
  - Any claims brought by the Contractor's employees, subcontractors, or agents for injuries or illnesses arising out of work performed under this contract.
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**3. Subcontractors**

The Contractor further agrees that it is solely responsible for ensuring that all subcontractors maintain required workers' compensation coverage and shall indemnify the City against any claims arising from a subcontractor's failure to do so.

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**4. Duration**

This Agreement shall remain in effect for the duration of the contract and any extensions, renewals, or amendments thereto.

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**5. Acknowledgment**

By signing below, the Contractor acknowledges and agrees to the terms of this Agreement and affirms that it has provided the City with a Certificate of Insurance evidencing current workers' compensation coverage.

Contractor: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_