Request for Proposal
for
The City of Wilmington

ON CALL PLUMBING SERVICES FOR MINOR REPAIRS AND MAINTENANCE-CITYWIDE

Contract S2-1026

PROJECT MANAGER

Aaron Cramer, Buildings & Facilities Superintendent
Email: aaron.cramer@wilmingtonnc.gov
Phone: (910) 341-0185

SUBMIT PROPOSALS TO

Ariental Fullwood, Buyer
929 N. Front Street
P O Box 1810
Wilmington, NC 28401
Phone: (910)772-4158
Email: ariental.fullwood@wilmingtonnc.gov

Date Issued: October 2, 2026

Date Due: Thursday, November12, 2026, at 3:00 PM

Finance
Purchasing Division Post
Office Box 1810
Wilmington, NC 28402-1810

910 341-7830
910 341-7842 fax
wilmingtonnc.gov Dial 711
TTY/Voice

October 2, 2026

RE: Request for Proposals – On Call Plumbing Services for Minor Repairs and Maintenance - Citywide RFP No. S2-1026

To whom it may concern:

This Request for Proposals (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for services relating to qualified and experienced plumbing contractors to provide on-call plumbing services on an as-needed basis for the inspection, maintenance, repair, installation, replacement, and troubleshooting of plumbing systems at City-owned facilities and other designated properties. Services shall include labor, materials, equipment, supervision, transportation, permits (as applicable) and disposal necessary to complete the requested work in a safe, timely, and professional manner.

Work shall be performed only upon issuance of a City-authorized work order or other written authorization, except in emergency situations as directed by the Contract Representative.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after the contractor is selected for final selection. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

Questions should be emailed to Aaron Cramer at aaron.cramer@wilmingtonnc.gov no later than, October 19, 2026, by 5:00 PM. Answers to questions will be posted as an addendum on the city website at www.wilmingtonnc.gov.

Your RFP must adhere to the following submittal requirements to be considered responsive. This is a criteria-based project. The successful Contractor will be selected based on the quality, quantity, and best value of services provided for the city.

After the city determines the most qualified firm, the staff will negotiate with the firm to better define the final scope of work. If, for any reason, the City and the selected firm cannot agree on a scope, the City will negotiate with the next most qualified firm.

Sincerely,
Ariental Fullwood
Buyer

cc: Aaron Cramer, Buildings and Facilities Superintendent

STATE OF NORTH CAROLINA COUNTY

OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

5. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

6. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2026.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST: _____
(Secretary, Assistant Secretary, Cashier or Assistant Cashier only)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)
_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,
_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit was

signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____day of _____, 2026.

_____
Notary Public My

Commission Expires: _____

(NOTARY SEAL)

Rev. 3/98 AFF-MBE.DOC

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter he "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. ____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

   ____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep the City of Wilmington informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

_____
Affiant

STATE OF NORTH
CAROLINA COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

_____ [NOTARY SEAL]
Notary Public

My commission expires: _____

To: All Interested Contractors

From: Aaron Cramer, Buildings and Facilities Superintendent

Date:October 2, 2026

Re: RFP for On Call Plumbing Contract for Minor Repairs and Maintenance - Citywide

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We are currently accepting quotes for the project outlined below. The services provided must meet or exceed the specifications listed below. All quotes should include submittal sheet, three references, copy of insurance and must be a registered approved vendor with the City of Wilmington. All quotes must be good for a minimum of 60 days. If you are not an approved vendor with the City of Wilmington please complete the Vendor Application located at http://www.wilmingtonnc.gov/Development-Business/Doing-Business-with-the-City and include in your submittal.

You must include freight, delivery, and all installation charges, including crane, if necessary, in your proposal.

PROJECT DESCRIPTION:

Title: On Call Plumbing Contract for Minor Repairs and Maintenance - Citywide

INTRODUCTION:

The City of Wilmington is soliciting proposals from qualified and experienced plumbing contractors to provide on-call plumbing services on an as-needed basis for the inspection, maintenance, repair, installation, replacement, and troubleshooting of plumbing systems at City-owned facilities and other designated properties. Services shall include labor, materials, equipment, supervision, transportation, permits (as applicable) and disposal necessary to complete the requested work in a safe, timely, and professional manner.

Work shall be performed only upon issuance of a City-authorized work order or other written authorization, except in emergency situations as directed by the Contract Representative.

Compensation for services performed under this contract shall be based on the unit prices, hourly labor rates, equipment rates, material markups, and other pricing submitted on the Proposal Sheets. All invoices submitted for payment shall correspond to and reflect the pricing provided in the Contractor's proposal. Any work or pricing not included in the Proposal Sheets must receive prior written approval from the City before the work is performed.

The City does not guarantee any minimum amount of work under this contract. Work assignments will be issued on an as-needed basis at the sole discretion of the City.

SERVICES INCLUDE:

- Emergency plumbing response and repairs.
- Plumbing inspections and system evaluations;
- Diagnose and repair plumbing system failures.
- Repair or replace domestic water supply piping, valves, fittings, and fixtures.
- Repair or replace sanitary sewer, waste, and vent piping.
- Repair leaks in water, drain, and gas piping.
- Repair or replace water heaters, expansion tanks, and recirculation systems.
- Install or replace faucets, sinks, toilets, urinals, flush valves, drinking fountains, and plumbing accessories.
- Clear clogged drains, sewer lines, floor drains, roof drains, and fixture drains.
- Perform sewer line cleaning using mechanical equipment or hydro jetting, when required.
- Repair or replace sump pumps, sewage ejector pumps, and associated controls.
- Install or repair backflow prevention assemblies
- Repair or replace pressure-reducing valves, mixing valves, and shutoff valves.
- Perform minor pipe modifications to accommodate facility renovations or equipment installations.
- Locate underground or concealed plumbing leaks using appropriate diagnostic equipment.
- Assist with emergency water leak mitigation and restoration of plumbing service.
- Winterize or de-winterize plumbing systems when requested.
- Perform preventive maintenance inspections of plumbing systems and equipment.
- Documentation of repairs, including photographs before and after work.
- Other Plumbing services as directed by the City.

RESPONSE REQUIREMENTS:

- Emergency response: Contractor shall respond on site within **2–4 hours** of notification, 24 hours a day, 7 days a week.
- Urgent service: Response within **24 hours**.
- Routine service: Response within **3–5 business days**, unless otherwise directed.

WORK REQUESTS:

Each task shall be authorized through an individual work order identifying:

- Location
- Description of work
- Schedule
- Completion requirements

No work shall begin without authorization by the City's Representative.

MATERIALS:

- Materials shall be new and of commercial-grade quality, and suitable for the intended application unless otherwise approved. .
- Replacement materials shall match existing plumbing systems whenever feasible.
- Products shall be installed in accordance with manufacturer recommendations.

SAFETY:

- All work shall comply with applicable federal, state, and local plumbing codes and regulations.
- Contractors shall obtain all required permits and coordinate inspections when required by the Authority Having Jurisdiction.
- Comply with all applicable OSHA regulations.
- Protect occupants, vehicles, landscaping, and adjacent property.
- Maintain required licenses, insurance, and certifications.
- Maintain appropriate personal protective equipment (PPE).

QUALITY ASSURANCE:

- Work shall be performed by licensed plumbers, as required by law.
- **Required permits and inspections shall be obtained and coordinated by the CONTRACTOR**.
- Manufacturer warranties shall be preserved whenever possible.
- Contractor shall provide workmanship warranty for a period of 365 days from the date of service.
- Contractor shall correct defective workmanship at no additional cost during the warranty period.
- Warranties will not cover damage caused by misuse, unauthorized alterations, accidents, or normal wear and tear.

CLEAN UP:

The Contractor shall:

- Remove all debris daily.
- Leave the work area clean and safe.
- Properly dispose of waste materials.

PRICING:

Pricing may include:

- Fixed unit prices.
- Hourly labor rates by trade.
- Material markup (if applicable).
- Equipment rates.
- Emergency after-hours rates.
- Mobilization charges, if allowed.

DELIVERABLES:

The Contractor shall provide:

- Inspection reports.
- Photographs.
- Labor hours by employee classification.
- Material & Equipment documentation.
- Warranty information.
- Recommendations for additional repairs, if needed.
- Test results, where applicable,
- Description of work performed.

SPECIAL INSTRUCTIONS:

(1) Delivery time will be a factor in the evaluation of this Request for Proposal.
(2) All prices proposed shall remain firm for period of sixty (60) days after the due date of the proposal.
(3) All proposals should include NC Sales Tax.
(4) If you are offering pricing which is based on other entity or agency solicitation pricing, clearly state so and include a copy of the applicable solicitation with your submittal.
(5) If not submitting a proposal, please indicate “NO BID” and return the cover memo.

Timeline for RFP Process

Process Description	Date Due
RFP Advertised	October 2, 2026
Vendor RFP Questions	October 19, 2026, by 5:00 PM
City Responses to Vendor Questions	October 23, 2026, by 5:00 PM
RFP Submittals Due Date	November 12, 2026, 3:00 PM

Project Manager for the City of Wilmington:
Aaron Cramer, Building and Facilities Superintendent
aaron.cramer@wilmingtonnc.gov
Phone: 910-341-0185

Submittal Requirements:

Respondents must submit all RFP certification documents. Submittal for this RFP should contain One (1) enclosed sealed envelope and One (1) electronic version (PDF format) on a flash drive and titled: "**RFP-S2-1026- On Call Plumbing Services for Minor Repairs and Maintenance-Citywide".** The city must receive the RFP on or before 3:00 PM Thursday, November 12, 2026. Mailed or hand-delivered to the following address:

City of Wilmington
P.O. Box 1810 or
929 North Front Street, 10th Floor
Wilmington, NC 28401
Attn: Ariental Fullwood, Buyer

RFP received after the deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The City reserves the right to reject any or all RFP for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the statement of qualifications. The Proposer must respond to the entire RFP. Any RFP received by the city that is incomplete in its responses will be immediately disqualified.

Rights to Submitted Materials:

All statements, responses, inquiries, or correspondence relating to or about this RFP and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received. The entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposers in compliance with the procedures allowed by North Carolina Law and marked in bold "**Confidential**."

The City reserves the right to retain all submittals and to use any ideas in an RFP regardless of whether that RFP is selected. Submission of an RFP indicates acceptance by the Proposer of the conditions contained in this RFP.

PROPOSAL SUBMITTAL SHEET (PAGE 1)

In accordance with the terms, conditions and specifications, I/we, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and hereby submit the following prices:

RFP – On Call Plumbing Contract for Minor Repairs and Maintenance - Citywide

Please indicate the services that you provide:

- ☐ Drain Cleaning
- ☐ Sewer Line Repair
- ☐ Sewer Line Cleaning / Jetting
- ☐ Sewer Line Videoing
- ☐ Backflow Installations
- ☐ Backflow Replacements
- ☐ Water Heater Repair & Troubleshooting
- ☐ Leak & Clog Troubleshooting
- ☐ Plumbing Fixture Installation & Repair
- ☐ Water Line Repair

SERVICE RATES

Normal Business Hours (8:00am – 5:00pm) Hourly Rate - $_____

After Hours (5:01pm – 7:59am) and Weekend Hourly Rate - $_____

Standard Minimum Dispatch Charge $_____

Emergency Minimum Dispatch Charge $_____

Holiday Hourly Rate - $_____

Material Mark Up Percentage - _____ %

Equipment Rental Mark Up Rate Percentage - _____ %

Other Cost - (Please Explain) _____

PROPOSAL SUBMITTAL SHEET (PAGE 2)

ACKNOWLEDGEMENT OF DOCUMENTS:

A. The undersigned Proposer acknowledges receipt of and use of the following Documents in the preparation of this Proposal:

1. Notice to Proposers (S-1 to S-5)
2. Proposal Submittal Sheets (P-1 to P-6)

The undersigned Proposer acknowledges that the following required documents are a part of this Proposal Submission Sheet and are attached hereto:

1. Proposal Submittal Forms (P-1 to P-6)
2. Business Information including business name, tax ID #, vendor # (if applicable), contact information
3. Cut/Spec Sheets including warranty information (as necessary)
4. City of Wilmington Vendor Application Packet (only if necessary)

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone Number: _____ **Fax Number:** _____

E-mail: _____

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Signature: _____ Date: _____

By Signing above, I Certify that I have carefully read and fully understood the information contained in this RFP, that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted, and that I have the authority to sign the Proposal on behalf of my organization.

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents in the event of contract award:

1. Please indicate the type of business organization:

   (a) Proprietorship _____
   (b) Partnership _____
   (c) Corporation _____
   (d) Limited Liability Co. _____

2. If the business is a corporation, please answer the following questions:

   Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of the corporation (generally President and Secretary).

   _____

   The firm is incorporated in what state?

   _____

   If the firm is a foreign corporation, does the firm have a certificate of authority from the

   North Carolina Secretary of State? ____

3. If the business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

_____

_____

Is this a limited or general partnership? _____

If a limited partnership, what is the state of registration? _____

If the business is a foreign limited partnership, does the business have a certificate of authority from the North Carolina Secretary of State? __

4. If the business is a Proprietorship, please answer the following:

Name of owner: _____

5. If the business is a limited liability company, please answer the following:

List the names and titles of managers or member managers who will execute the contract on behalf of the company. _____

What is the state of the organization? _____

If the business is a foreign limited liability company, does the business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all Vendors:

If the business operates under an assumed name, what is the assumed name?

_____

_____

Has a certificate of assumed name been filed in the New Hanover County Registry? _____

If so, please provide the recording information:
Deed Book _____ at Page _____.

Acknowledgement of Addendums

The undersigned acknowledges receipt of any Addendums issued to this Project by recording the Addendum number and date are acknowledged below:

Addendum #1: _____ Dated: _____

Addendum #2: _____ Dated: _____

Addendum #3: _____ Dated: _____

ACKNOWLEDGEMENT OF DOCUMENTS

City of Wilmington – RFP-S2-1026

The undersigned Vendor acknowledges that the following required documents are a part of this RFP Submission Sheet and are attached hereto:

1. Affidavit of Non-Collusion
2. E-Verify
3. Acknowledge Introduction/ Intent/Purpose
4. Adherent to Timeline Responsive Requirement
5. Proposed time frame from beginning to end
6. City of Wilmington Vendor Application Packet (if necessary)

REFERENCES

Please list three references for **commercial** work completed within the last year in the City of Wilmington, indicating property address, description of work, monetary value of work, contact person and telephone number for each job. CoW will contact three by telephone. Please notify each reference of the possibility of CoW calling. **Points will be deducted if reference is not notified of use as a reference**. **Individual properties must be listed.** ***If applicant has provided services for CoW, CoW must be listed as the first reference.***

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____

Dollar Amount: _____

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____

Dollar Amount: _____

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____

Dollar Amount: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

CONTRACT NO: S2-1026

SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into on the date executed by all parties by and between the City of Wilmington, a North Carolina municipal corporation, hereinafter the "CITY" and XXXXXXXX, hereinafter referred to as the "CONTRACTOR." And collectively referred to as the parties

W I T N E S S E T H:

1. Purpose of Contract

The CITY hereby agrees to purchase the services listed below from the CONTRACTOR and the CONTRACTOR agrees to provide all equipment, tools, materials and/or supplies required to provide Services hereunder to the CITY, as ordered in accordance with the provisions of this Agreement.

2. Contract Documents.

This Contract for Services consists of the following documents, all of which are by this reference incorporated herein and made a part of this Agreement. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced in any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement.

a. Exhibit "A" – XXXXXXXX, attached.

3. Scope of Services

a. CONTRACTOR hereby agrees to perform, in a manner satisfactory to the CITY, professional and timely services as set forth in Exhibit "A' attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit "A" shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control.

b. The CONTRACTOR will

c. During the period of this contract, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high quality professional vendors, and which may enhance the process and improve results.

4. Quantities and Price

CONTRACTOR will provide the services required by this Agreement at the following price:
XXXXXXXXXXXXXXXXXXXXXX.

5. Contractor Submissions and Payment

a. The CONTRACTOR shall submit invoices corresponding to each order to the City with sufficient details to enable a review and assure compliance with the terms and conditions of this Agreement.

b. Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

6. Term of Contract

The term of this Agreement shall commence as of date executed by all parties and shall remain in effect for an initial term of one (1) year. Thereafter, the Agreement may be renewed for up to two (2) additional one (1) year terms upon mutual agreement of all parties. Either party may terminate this Agreement, for any reason upon providing thirty (30) days written notice by certified mail, provided that such termination occurs after the completion of the initial one-year term. In the event that any work, service, object, or value, contemplated within the Scope of Work of the Agreement, was provided by the CONTRACTOR to the City and with the CITY's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that work, service, object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties.

7. Representatives of the Parties

The undersigned below is designated as the CITY's contract administrator for this Agreement.
The contract administrator shall be responsible for monitoring the CONTRACTOR's performance, coordinating the CONTRACTOR's activities, approving all administrative requests by the CONTRACTOR, and approving all payments to the CONTRACTOR pursuant to this Agreement. Further, any notice required to the CITY under this Agreement shall be sufficient if mailed to the CITY by certified mail as indicated below:

Aaron Cramer, Buildings & Facilities Superintendent
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402
Email: aaron.cramer@wilmingtonnc.gov

XXXXXXXX shall be the CONTRACTOR's representative for this Agreement. Any notice required to the CONTRACTOR under this Agreement shall be sufficient if mailed to the CONTRACTOR by certified mail as indicated below:

Name

Address

Phone:

Email:

8. Release of Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses.

Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials, and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees.

CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep, and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

9. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

10. Conflict of Interest

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

11. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

12. Suspension or Termination of Agreement

a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this Agreement, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

b) The CITY shall also have the right to suspend this Agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (l0) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, the CONTRACTOR remains in violation of this Agreement at the completion of the ten (l0) day suspension period, the CITY shall have the right to terminate this Agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)

d) The CITY and the CONTRACTOR shall have the right to terminate this Agreement without cause upon 30 days' notice to the other party.

e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

13. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

14. Contract Disputes

In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate contract disputes in excess of $15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is agreed upon by all parties involve in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the City shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the City paying a minimum of one-third of the compensation if the City is a party to the dispute.

15. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

A. Commercial General Liability

1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

B. Workers' Compensation and Employer's Liability

1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit.

3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

C. Business Auto Liability

1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident.

2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

5) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

6) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents, and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.

D. Deductibles and Self-Insured Retentions

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether The City of Wilmington is insured under the policy or not.

E. Miscellaneous Insurance Provisions

1) The policies are to contain, or be endorsed to contain, the following provisions:

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

b. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

2) Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

3) Evidence of Insurance

a. The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Agreement are deemed complete.

b. Evidence of additional insured status shall be noted on the certificate of insurance.

c. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

4) Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

A. Conditions:

1) The insurance required for this Agreement must be on forms acceptable to The City of Wilmington.

2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated, or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

5) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this Agreement.

6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

16. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports, and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

17. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

18. Subcontracts

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

19. Entire Agreement

This Agreement constitutes the entire understanding of the parties.

20. Binding Effect

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

21. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.

22. Reference

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

23. Interpretation/Governing Law

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement of this Agreement be determined.

24. Immunity Not Waived

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this Agreement.

25. Saving Clause

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

26. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid waste and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Health and Human Resources, the North Carolina Office of State Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with, and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRATOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

27. Amendments

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

28. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 14173 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

29. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this contract, the CITY will immediately notify CONTRACTOR of such occurrence and this contract shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

30. Counterparts.

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

31. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the foregoing, the parties agree that the CONTRACTOR may list the CITY as a reference in response to requests for proposals and may identify the CITY as a customer in presentations to potential customers.

32. CITY Not Liable for Special or Consequential Damages

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect, or special damages or lost profits related to this Agreement.

33. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C. Gen. Stat. 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR must also specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a period of time for the CONTRACTOR to seek court-order protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

34. Authority to Act

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant, and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

_____

BY:
Becky Hawke, City Manager

DATE:_____

WITNESS:

_____
Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

_____
Gina Essey, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

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

This_____day of_____, 2026.

_____
Martha Wayne, Chief Financial Officer

Project String: N/A
Org./Obj.: Number: N/A
Amount of Contract: N/A
Requisition: N/A
Federal ID Number: 56-6000239

In witness whereof, the Party, intending to be legally bound, have caused their proper and duly authorized officer to execute and deliver this Agreement.

By: _____
President/Vice President/Secretary/
Treasurer/or Company Authorized Signatory

Reviewed By

Nicole L. Strickland, Purchasing Admin Spec - Date:

Daryle L. Parker, Purchasing Manager - Date: