



Request for Proposals RFP No. S6-0526.1

Title: Citywide Backflow Preventer Testing, Inspection and Maintenance Services

Issue Date: May 7, 2026

**Due Date: May 28, 2026 by 3:00 PM ET
LATE PROPOSALS WILL NOT BE ACCEPTED**

Issuing Department: Asset & Property Management

**Direct all inquiries concerning this RFP to: Aoriental Fullwood:
oriental.fullwood@wilmingtonnc.gov**



Finance

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

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

May 7, 2026

**RE: Request for Proposals – Citywide Backflow Preventer Testing, Inspection and Maintenance Services
RFP No. S6-0526.1**

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 Backflow Preventer, Inspection and Maintenance for the annual testing and inspection of approximately 208 backflow preventers, and shall provide turnkey solution for all required backflow testing, inspection, maintenance, repair, and replacement.

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, May 20, 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.

The city promotes local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Proposer shall make a good-faith effort to identify and hire minority, socially, and/or economically disadvantaged (MBE/DBEs) subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

My office should be contacted with questions concerning the proposed contract terms and conditions. I look forward to your proposal for this service.

Sincerely,
Aoriental 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)

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 Public

[NOTARY SEAL]

My commission expires: _____



RFP: City Wide Backflow Preventer Testing, Inspection and Maintenance Services

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/departments/finance-department/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 will depend on funds available and may not be for the list in its entirety.

PROJECT DESCRIPTION:

Title: Backflow Preventer Testing, Inspection, and Maintenance Services

Location of Work: Citywide

INTRODUCTION:

The City of Wilmington is soliciting proposals from qualified vendors to perform the annual testing and inspection of approximately 208 backflows preventers, as detailed in Attachment #1. The selected Contractor shall provide turnkey solution for all required backflow testing, inspection, maintenance, repair, and replacement.

The Contractor will be solely responsible for ensuring that all services are performed in full compliance with applicable local, state, and regulatory requirements. Work shall be coordinated in partnership with the City's Buildings Division and scheduled in accordance with the current CFPUA inspection schedule. The Contractor will have the opportunity to independently verify the accuracy and completeness of the backflow inventory listed in Attachment #1 through site visits.

Qualified proposers must demonstrate the capacity, staffing, and technical expertise necessary to complete all required inspections on schedule, perform timely repairs or replacements, and ensure system reliability. The Contractor must be capable of responding to emergency service requests on the same day as notification, efficiently troubleshooting issues, and completing all necessary repairs within a reasonable time-frame to maintain compliance and operational integrity.

CONTRACT TERM:

It is the City's intent to award a contract for an initial term of one (1) year, beginning July 1, 2026, and ending June 30, 2027, with the option to extend for two (2) additional one-year terms through June 30, 2029. Either party may terminate the agreement for any reason with a 30-day written notice delivered via certified mail.

The term of this agreement shall be from the date of execution until June 30, 2027. At the end of this term and upon mutual agreement of both parties, the contract may be extended under substantially similar terms for 2 separate 12-month periods. The vendor may request adjustment to pricing on May 30 of each year starting in 2027 through the term of the agreement equivalent to the lesser of (i) the percentage change in the Consumer Price Index (CPI) for all Urban Consumers as published by the US Department of Labor or (ii) five percent (5%).

SCOPE OF WORK

BASIC REQUIREMENTS

The purpose of this section is to provide a general description of the specific requirements for Backflow Inspections for the City of Wilmington.

The Contractor shall furnish all labor, supervision, equipment, and materials to provide full periodic maintenance and testing to our Backflow Preventers, in accordance with the CFPUA's backflow prevention ordinance and Rules Governing Public Water Systems.

All services performed by the Contractor shall be in accordance with all Federal, State, and local requirements and regulations pertaining to Fire Safety and Public Water Systems. Rules and standards established by Federal, State, and local regulatory and licensing agencies.

DESCRIPTION OF SERVICES DESIRED

Approved field test procedures for backflow prevention assemblies.

1. Obtain permission from the owner or representative to shut down the water supply. Just Prior to testing, the customer should be notified that the water service will be discontinued temporarily.

**** If the service with backflow assembly being tested supplies a fire line the appropriate official must be notified of the shut down. The alarm company must be notified. The tester is required to meet all code and regulations as imposed by the governing fire official.*

2. Observe and record the physical conditions of the assembly and surrounding area. Observe the direction of flow. Is this the correct assembly for its application?

3. Record or verify the following information on each assembly:

- A. Manufacturer
- B. Model
- C. Serial #
- D. Size of Assembly
- E. Location of Assembly

4. Remove any lodged foreign material that might interfere with test. Flush test cocks. Attach appropriate fittings to test cocks then follow test steps outlined for particular assembly.

5. Any backflow found that is not listed on the backflow list 4/2026 should be brought to the city's attention once it is found.

6. Contractor is responsible for emailing ALL passing inspection reports to CFPUA and the City's Representative.

7. Contractor shall provide access to an online database to view backflow data.

CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional personnel who:

1. Understand current practices in this field and have experience providing backflow inspection services in an occupied environment.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Cooperate with the building occupants to ensure the progress of this work.
4. While working at City-owned or leased properties, wear distinctive uniform clothing that has the Contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
5. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for tasks being performed.
6. Use only Contractor vehicles identified in accordance with State and local regulations.
7. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
8. Will comply with all government regulations as are applicable during the time spent on government property.
9. Obtain building passes, if needed, as supplied by the City or appropriate building manager.

SCHEDULING AND SITE ACCESS REQUIREMENTS

All work must be scheduled in advance and coordinated with the designated city representative prior to any onsite visits. The Contractor shall not arrive at any location without prior approval and confirmed scheduling.

To ensure compliance with inspection deadlines and to avoid civil penalties from the Cape Fear Public Utility Authority (CFPUA), the Contractor shall develop and submit quarterly inspection schedules for review and approval by the City. These schedules must ensure that all backflow preventers are inspected within the required timeframes.

Prior to arrival at any site, the Contractor shall notify the designated City representative. Upon arrival, the Contractor will check in with administrative or front desk personnel, clearly stating their name, company affiliation, and purpose of the visit. Upon completion of work, the Contractor shall notify appropriate staff prior to departure.

The Contractor shall comply with all site access protocols and acknowledges that City staff may accompany or escort during site visits when deemed necessary.

The Contractor shall be responsible for any civil penalties issued by CFPUA due to late inspections.

REPORTING

1. Individual Property Reporting (Within One Week):
2. Upon completion of each inspection cycle at a City property, the Contractor shall submit a report within one (1) week identifying any deficiencies or areas of concern. Reports must be submitted either in hard-copy format or electronically via email in spreadsheet format.
3. Hard-copy reports must be signed by a City representative. The City shall not issue payment for any work that is not documented in the report, or for work documented in the report but not signed by a City representative.

Required Reporting Information:

The Contractor shall provide the following information for each facility serviced prior to any payment being made:

1. Technician's name
2. Specific areas serviced at the facility
3. Description of work performed
4. Date of service
5. Time of arrival
6. Time of departure
7. Technician's signature
8. Recommendations for future maintenance or repairs, if applicable

BILLING

Contractor shall include the following information with each facility invoice for services performed. Submission of complete and accurate documentation is required prior to payment:

1. Technician's name who performed the work
2. Date the work was performed
3. Description of work completed
4. Specific areas serviced at the facility
5. Results of inspection, including passed/failed status
6. Description of corrective actions taken to resolve any failures
7. Time of arrival
8. Time of departure
9. Technician's signature
10. Recommendations for future maintenance or repairs, if applicable
11. Photographic documentation of completed work

Failure to submit the required documentation within the specified timeframe shall constitute a breach of contract and may serve as grounds for termination.

SUBMISSION REQUIREMENTS

All proposals that are submitted pursuant to this Request for Proposals (RFP) shall include the following information:

Letter of Transmittal. Include a Letter of transmittal signed by a authorized representative of the firm.

1. Company Information

Provide the company's name, primary office location, and year established. Include detailed information regarding the company's history, quality of services, applicable state licensing, financial stability, and evidence of insurability.

2. Relevant Experience

Describe the company's experience performing these types of inspections. Include any experience working with governmental entities.

Provide information on past performance related to meeting scheduled deadlines, adherence to budget constraints, and overall responsiveness to clients.

3. References and Similar Projects

List similar projects completed by the company. Include the name, address, and telephone number of each client served.

4. Approach to Scope of Services

Provide a detailed description of how the company will perform the services outlined in the Scope of Services.

5. Cost Proposal

Provide a detailed breakdown of costs for each service, including pricing by location.

SELECTION CRITERIA

Selection of the Contractor will be based on the following criteria, including but not limited to:

1. Firm Qualifications

Evidence of the firm's ability to perform the required work, including profiles of key personnel, professional and technical competence, relevant work experience, and available resources.

2. Capacity and Timeliness

Demonstrated ability to provide professional services in a timely manner and within budget, including experience working with governmental entities and federally funded programs.

3. Licensing and Registration

Evidence that the firm is properly licensed and currently registered in the state where the project is located.

4. Past Performance

Documented history of successful performance, including cost control, quality of work, adherence to project schedules, and compliance with applicable federal regulations.

5. Regulatory Knowledge

Demonstrated knowledge of local and state codes and regulations pertaining to backflow services.

6. Cost Proposal

Reasonableness and competitiveness of proposed costs, including any cost incentives offered.

7. Debarment Certification

Submission of a certified statement confirming that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

Timeline for RFP Process

Process Description	Date Due
RFP Advertised	May 7, 2026
Vendor RFP Questions	May 20, 2026, by 5:00 PM
City Responses to Vendor Questions	May 26, 2026, by 5:00 PM
RFP Submittals Due Date	May 28, 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-S6-0526.1-Citywide Backflow Preventer Testing, Inspection and Maintenance Services**”. The city must receive the RFP on or before 3:00 PM Thursday, May 28, 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: Arianal 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:

BACKFLOW SIZE	ANNUAL INSPECTION COST	OTHER COST
3 / 4-inch Backflow	\$	\$
1 inch Backflow	\$	\$
1 1 / 2-inch Backflow	\$	\$
2-inch Backflow	\$	\$
3-inch Backflow	\$	\$
6-inch Backflow	\$	\$
TOTAL ANNUAL INSPECTION COST \$ _____		\$
TOTAL ANNUAL COST AMOUNT IN WORDS:		

HOURLY LABOR RATE:	\$ _____ / hr.
PARTS MARKUP:	_____ %

Enter a labor rate per hour. Hourly rate is established for Repair Work reimbursement only.
Enter the percentage of markup on parts provided.

Proposal Form

1. How many total employees are employed by your firm in your service department? _____
2. Do you have web access allowing us to view facility reports? _____
3. Are you licensed and bonded? _____
4. Do you carry insurance that complies with the insurance requirements of the CoW? _____
5. Have any claims or liens been filed against your firm for defective work in the last two years? _____
6. Is your firm substantially owned by a minority person(s)? _____
7. Is your firm substantially owned by a woman/woman? _____
8. Can your company perform all necessary inspections, testing, and replacements as needed during annual visit, without having to reschedule a second visit for additional work? _____
9. Are there any additional cost associated with these services that are NOT included in the Proposal Submittal Page?

If so, please provide a detailed list of each item along with associated cost.

PLEASE NOTE THAT NO ADDITONAL COSTS WILL BE ACCEPTED ON INVOICES IF THEY ARE NOT EXPLICITLY INCLUDED IN THE CONTRACT.

1. _____
2. _____
3. _____
4. _____

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 _____.

PROPOSAL SUBMITTAL SHEET (Page 5)

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 Proposer / Project Scope of Work (6 Pages)
2. Proposal Submittal Forms (8 Pages)
3. References (1 Page)
4. Attachments (10 Pages)

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

1. Proposal Submittal Sheets (P-1 and P-8)
2. Including business name, tax ID #, vendor # (if applicable), contact information.
3. Submittal requirements including in the scope of work.
4. Proposed time frame for the work
5. Any/all warranty information
6. 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:** _____

Expected Date to Begin Work: _____ **Length of Project:** _____

Warranty: _____

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-S6-0526.1

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)

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Federal Tax ID # _____

E-mail: _____

License # (if applicable) _____

I agree to the terms, conditions, and expectations as outlined in the Project Description of this Request for Proposal.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

The City reserves the right to re-advertise and reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory. The City of Wilmington shall have no obligation to award a contract for services as a result of this RFP.

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: _____

ATTACHMENT 1: BACKFLOW LIST 4/2026

	Serial Number	Manufacturer	Model	Size	Description	SiteLocation	Address #	DIR	Street Name	Site Description
1							115	N	3RD ST	
2							115	N	3RD ST	
3	384293	WILKINS	720A	1 1/2"	BFPA-PVB	IN HOT BOX BEHIND MAIN BUILDING	302	S	10TH ST	FFF/BOXING
4	2603702	WILKINS	975XL	1 1/2"	BFPA-RP	IN HOT BOX BEHIND MAIN BUILDING	302	S	10TH ST	FFF/BOXING
5	2603712	WILKINS	975XL	1 1/2"	BFPA-RP	INSIDE ROBERT STRANGE CONCESSION STAND RESTROOM	302	S	10TH ST	FFF/BOXING
6	AKA8182	WILKINS	375XLRP	1 1/2"	BFPA-RP	HOTBOX - ACROSS FIELD BY 11TH ST.	400	N	10TH ST	PORTIA HINES PARK
7	1722065	WILKINS	975XL	1 1/2"	BFPA-RP	right side of community center	4099	S	17TH ST	HALYBURTON
8	189083	WATTS	LF009M2QT	1"	BFPA-RP	RIGHT SIDE OF BLDG. IN HOTBOX	4099	S	17TH ST	HALYBURTON
9	1730925		975		BFPA-RP	at meter right of community center	4099	S	17TH ST	HALYBURTON
10	1689170		975		BFPA-RP	Shelter #1 - BACK RESTROOM BUILDING	4111	S	17TH ST	HALYBURTON
11	B343653	WILKINS	375	1"	BFPA-RP	BY KIDS PLAY GROUND - BY PARK RESTROOMS	4099	S	17TH ST	HALYBURTON
12	2976162	WILKINS	975XL	2"	BFPA-RP	HOTBOX BY BUILDING	1114	S	17TH ST	COLEMAN
13	AJAD9515	WILKINS	375XL	3/4"	BFPA-RP	TO THE RIGHT WHEN ENTERING AT PAY BOOTH	114	N	2ND ST	PARKING DECK
14	10858	AMES	2000BM3	3/4"	BFPA-DC	BASEMENT	120	S	2ND ST	CAC
15	HI-0858	AMES	300-BF	6"	BFPA-DC	BASEMENT	120	S	2ND ST	CAC
16	2200286	WILKINS	975XL	3/4:	BFPA-RP	BOILER ROOM	102	N	3RD ST	THALIAN HALL
17	VE-3518	AMES	757	3"	BFPA-DC	RISER ROOM	102	N	3RD ST	THALIAN HALL
18	LK0858	AMES	COLT-200	6"	BFPA-DC	RISER ROOM - THALIAN	102	N	3RD ST	THALIAN HALL

19	2959681	WILKINS	975XL	1"	BFPA-RP	LEFT FRONT OF LOT	1018	N	3RD ST	1898 MEMORIAL PARK
20	14017					LEFT SIDE OF THE BLDG.	525	N	4TH ST	WMPO
21	ABA65823	WILKINS	975XL2	3/4"	BFPA-RP	HOT BOX BY ENTRANCE	401	S	8TH ST	MLK
22	AKF7293	WILKINS	375XLRP	2"	BFPA-RP	HOT BOX FRONT OF BUILDING	401	S	8TH ST	MLK
23	9919D	WILKINS	375ASTDA	6"	BFPA-RP	HOT BOX BY ENTRANCE	401	S	8TH ST	MLK
24	L39686	WILKINS	375	3"	BFPA-RP	HOT BOX LEFT SIDE OF RESTROOMS	1941		AMPHITHEATRE DR	AMP
25	1777999	WILKINS	1020 86412	1 1/2"	BFPA-RP	OUTSIDE OF GATE, 40 FT FROM TRASH CANS	1941		AMPHITHEATRE DR	AMP
26	TO11125	WILKINS	720A	1 1/2"	BFPA-PVB	INSIDE THE GATE NEAR ICE MACHINE	1941		AMPHITHEATRE DR	AMP
27	GS0077	AMES	MAXIM 300BF		BFPA-DC recovered service address	RISER ROOM FIRELINE	615		BESS ST	WPD HQ
28	F0377	FLOWMATIC	RPZE	2"	BFPA-RP	IN HOT BOX BY THE STREET	615		BESS ST	WPD HQ
29	212736	WATTS	909	4"	BFPA-RP	BOILER ROOM LOWER DOMESTIC	615		BESS ST	WPD HQ
30	416730	WATTS	909M1QT	2"	BFPA-RP	BOILER ROOM DOMESTIC IN BACK OF ROOM	615		BESS ST	WPD HQ
31	120500	WATTS	909	2 1/2"	BFPA-RP	BOILER ROOM UPPER DOMESTIC	615		BESS ST	WPD HQ
32	5638	AMES	2000BM3	3 / 4"	BFPA-DC	RISER ROOM FIRELINE BYPASS	615		BESS ST	WPD HQ
33	GC0077 CC-0077	AMES	300BF 300DCDA	6"	BFPA-DC	RISER ROOM FIRELINE	615		BESS ST	WPD HQ
34	ABG6289	WILKINS	975XL	1"	BFPA-RP	BY FUEL TANK	615		BESS ST	WPD HQ
35	59932				BFPA-DC	@ METER	750		BESS ST	N. S. POOL
36	3036078		950		BFPA-DC	front of building	3500		BETHEL RD	WADE PARK
37	AJV2701	WILKINS	375XL	1"	BFPA-RP	HOTBOX - FRONT OF BUILDING	3504		BETHEL RD	WADE PARK
38	388624 394024	WATTS	009MQT	1"	BFPA-RPPA	HOTBOX - NE CORNER 3RD/BLADEN	301		BLADEN ST	IRRIGATION
39	384960	WATTS	099M2QT	1"	BFPA-RPPA WATTS 009	NE CORNER 3RD/BRUNSWICK	301		BRUNSWICK ST	IRRIGATION
40	305679 171484	WATTS	LF009M2QT	2"	BFPA-RP	302 WILLARD ST - HOT BOX	1701		BURNETT BLV	GFL Skate Park
41	3094488	WILKINS	975XL		BFPA-RP	AT METER BY ENTRANCE TO PARKS & REC. MAINT. SHOP	1702		BURNETT BLV	PARKS COMPLEX
42	169540	WATTS	9	2"			1702		BURNETT BLV	PARKS ANNEX
43	3094489		975XL	3/4"			1702		BURNETT BLV	HYDRANT METER

44	3102057		975XL	3/4"			1702		BURNETT BLV	HYDRANT METER
45	169540	WATTS	009 M2 QT	2"	BFPA-RP	HOTBOX - FENCE AT ENTRANCE	1702		BURNETT BLV	
46	B122667	WILKINS	375 XL	2"	BFPA-RP	FRONT STREET SIDE - OUT IN FIELD	1710		BURNETT BLV	URBAN FORESTRY
47	683505		975		BFPA-PV	median-entrance to Sunset Park	1800		BURNETT BLV	IRRIGATION
48	141490				BFPA-PV	at meter in median at entrance to Sunset Park	2200		BURNETT BLV	IRRIGATION
49	175154	WILKINS	420	1"	BFPA-PVB	BEHIND BUCK HARDEE RESTROOMS	2131		CAROLINA BEACH RD, #1	LEGION
50	2620623	WILKINS	975XL		BFPA-RP	LEGION STADIUM BEHIND FENCE	2131		CAROLINA BEACH RD, #1	LEGION
51	913979	CONBRACO	RPLF4A	1 1/2"	BFPA-RP	LEGION POOL - HOTBOX BY STREET	2131		CAROLINA BEACH RD.	LEGION POOL
52	14419	WILKINS	950	4"	BFPA-DC	BY FENCE AT ENTRANCE	2158		CAROLINA BEACH RD.	
53	242817	WATTS	009M2QT		BFPA-RP	AT METER	1110		CASTLE ST	
54	122037	WATTS	LF009MZQT	1 1/2"	BFPA-RP	IN FRONT OF WILMINGTONS SPORTS MEN'S CLUB	1110		CASTLE ST	
55	B343651	WILKINS	375XL	1"	BRPA-RP	BETWEEN N. WATER ST. & ONE- WAY ALLEY AT THE RUTH CHRIS BUILDINGCHESTNUT ST. YARD HYDRANT	25		CHESTNUT ST	HYDRANT
56	372862	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF CHESTNUT & N 3RD ST	301		CHESTNUT ST	IRRIGATION
57	LK0858	AMES	COLT 200 DC	6"	BFPA-DC	SPRINKLER RISER	310		CHESTNUT ST	THALIAN HALL
58	VE3518	AMES / WATTS	DC 757	3"	BRPA-DC	RISER ROOM	310		CHESTNUT ST	THALIAN HALL
59		WILKINS	975XL	3/4"	BFPA-RP	BOILER RM BESIDE WATER HEATER	310		CHESTNUT ST	THALIAN HALL
60	X33721	WILKINS	375XL	6"	BFPA-RP	RIGHT SIDE OF BLDG	114		CINEMA DR	FIRE 3
61	A385679	WILKINS	375XL	1 1/2"	BFPA-RP	ON RIGHT FRONT SIDE -HOTBOX	114		CINEMA DR	FIRE 3
62	L26385 L165827	WILKINS	375	2 1/2"	BFPA-RPPA	RISER ROOM	209		COLEMAN DR	EOC
63	44530	Ames	2000B	3/4"	BFPA-DC	RISER ROOM	209		COLEMAN DR	EOC
64	143052	AMES	3000SS	4"	BFPA-DC	RISER ROOM	209		COLEMAN DR	EOC
65	ABC5857	WILKINS	975XL	1"	BFPA-RP	HOT BOX RIGHT CORNER OF BUILDING NEAR BAY DOORS	3230	S	COLLEGE RD	FIRE 7

66	J023890	FEBCO	825YA	2"	BFPA-RP	AT NUTT ST - IRRIGATION BOOSTER PUMP = IN METAL GREEN HOT BOX BY PARK AND PARKING DECK	16		COWAN	LIVE OAK PARK
67	B194388	WILKINS	375XL	1 1/2"	BFPA-RP	CORNER OF EASTWOOD & ROGERSVILLE RD.	1290		EASTWOOD RD.	IRRIGATION
68	80405	WATTS	007M1QT	2"		BACK OF BLDG - IN HOTBOX	607		EASTWOOD RD.	FIRE 8
69	40107A2	CONBRACO	M8971	1 1/2"		RIGHT SIDE OF BLDG - IN HOTBOX	607		EASTWOOD RD.	FIRE 8
70							607		EASTWOOD RD.	FIRE 8
71	ABL5330	WILKINS	975XL2	3/4"	BFPA-RP	RIGHT FRONT OF THE PARK	231	N	FRONT ST	BIJOU PARK
72	ABL5332	WILKINS	975XL2	3/4"	BFPA-RP	NE CORNER BESIDE FRONT ST.	231	N	FRONT ST	BIJOU PARK
73	AJ8698	WILKINS	375XL	3/4"	BFPA-RP	IN FRONT OF CFCC BLDG - F	318	N	FRONT ST	IRRIGATION
74	3246343	WILKINS	975XL	1 1/2"	BFPA-RP	AT METER - MEDIAN AT HANOVER & FRONT ST.	699	N	FRONT ST	IRRIGATION
75	3208704	WILKINS	975XL	1"	BFPA-RP	AT METER - MEDIAN BETWEEN BRUNSWICK & HANOVER	701	N	FRONT ST	IRRIGATION
76	3246342 B183202	WILKINS	975XL 375XL	1 1/2"	BFPA-RP	AT METER - BESIDE 929 PARKING DECK	899	N	FRONT ST	IRRIGATION
77	3208698 3245342	WILKINS	975XL	1 1/2"1"	BFPA-RP	FRONT & SECOND ST. IN THE MEDIAN BY THE PARKING DECK	909	N	FRONT ST	IRRIGATION
78	378577	WILKINS	975XL		BFPA-RP	AT METER BEHIND FENCE - OLD RENTAL PROPERTY - FRONT & 3RD	1020	N	FRONT ST	OLD DEMOED RENTAL PROPERTY
79	375877				BFPA-RP	AT METER BEHIND FENCE - OLD RENTAL PROPERTY - FRONT & 3RD	1020	N	FRONT ST	OLD DEMOED RENTAL PROPERTY
80	31644	WATTS	M2 QT RP	1"	BFPA-RP	MEDIAN BETWEEN TWO LAMP POST FRONT & COWAN ST.	1029	N	FRONT ST	
81	3644	ZURN WILKINS	375XL RP	1 1/2"	BFPA-RP	IN FRONT OF FLATS ON FRONT BLDG.	1029	N	FRONT ST	

82	316444	WATTS	009M2QT	1"	BFPA-RP	AT METER - FRONT & COWAN ST.	1035	N	FRONT ST	IRRIGATION
83	3207081	WILKINS	975	1 1/2"	BFPA-RP	AT METER - FRONT & COWAN ST.	1035	N	FRONT ST	IRRIGATION
84	B359445	ZURN WILKINS	375XL	1 1/2"	BFPA-RP	NEXT TO FIRE HYDRANT ON CORNER BY PARKING DECK	40		GRACE ST	YARD HYDRANT
85	378841	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF GRACE & N 3RD ST	301		GRACE ST	IRRIGATION
86	385472	WATTS	009M2QT	1"	BFPA-RPPA WATTS 009	NE CORNER OF 3RD & HANOVER ST.	301		HANOVER ST	IRRIGATION
87	B258383	WILKINS	375XL	2"	BFPA-RP	AT THE FRONT GATE	3100		HURST ST	PFTC
88	M11883	WILKINS	375DA	8"	BFPA-RP	BY THE FRONT GATE	3100		HURST ST	PFTC
89	4640118	WILKINS	975XL2	3/4"	BFPA-RP	BY THE GATE	3100		HURST ST	PFTC
90	50166772	WILKINS	375XL2	3/4"	BFPA-RP	BY THE FRONT GATE	3100		HURST ST	PFTC
91	2169150	WILKINS	950XLT	1 1/2"	BFPA-DC	BY STREET - AT METER	1101		MANLY AVE, #2	MAIDES PARK
92	5763D	WILKINS	375ASTDA	6"	BFPA-RP	FIRE SYSTEM - HOTBOX BY STREET	1101		MANLY AVE, #2	MAIDES PARK
93	4882897	WILKINS	975XLD	3/4"	BFPA-RP	FIRE SYSTEM BYPASS - HOT BOX BY STREET	1101		MANLY AVE, #3	MAIDES PARK
94	A340104	WILKINS	375XL	1"	BFPA-RP	HOT BOX ON SE CORNER OF PROPERTY	6001		MARINER LN	EDDY & MARY PARK
95	2959757	WILKINS	975XL	1"	BFPA-RP	ON THE SIDE OT THE BUILDING IN HOT BOX	1		MARKET ST	
96	1728510	WILKINS	975XL	1 1/2"	BFPA-PVB	1ST FLOOR MECHANICAL ROOM IN HALLWAY BEHIND POLICE SUBSTATION	115		MARKET ST	MSPD
97	378860	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF MARKET & 3RD ST	301		MARKET ST	IRRIGATION
98	378832	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF CAMPBELL & N 3RD ST	301		MARKET ST	IRRIGATION
99	140484	WATTS	800M2QT		BFPA-PVB	MEDIAN - IRRIGATION	500		MARKET ST	IRRIGATION
100	T264313 264313	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - GREEN HOT BOX - 5TH ST.	500		MARKET ST	IRRIGATION
101	26807	WATTS	800M4QT	2"	BFPA-PVB	MEDIAN - IN GRASS CENTER OF RD. 5TH ST.	500		MARKET ST	KENAN FOUNTAIN
102							530		MARKET ST	IRRIGATION
103	CB722073		720-A	1"		MEDIAN - IRRIGATION	630		MARKET ST	IRRIGATION
104	CB722076	WILKINS	720-A	1"		MEDIAN - IRRIGATION	700		MARKET ST	IRRIGATION

105	CB722076	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - GREEN HOT BOX - 7th St.	700		MARKET ST	IRRIGATION
106	722073 CB722073	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - GREEN HOT BOX - CENTER OF RD 7TH ST.	700		MARKET ST	IRRIGATION
107							800		MARKET ST	IRRIGATION
108	745985	WILKINS	950XLT	2"	BFPA-DC	BOILER ROOM / RISER ROOM	801		MARKET ST	FHQ
109	737702	WILKINS	975XL	1"	BFPA-RP	MECHANICAL ROOM / RISER ROOM	801		MARKET ST	FHQ
110	257407	WATTS	0 0 9	1/2"	BFPA-RP AUTOMOTIVE	HOSE REEL - AUTO BAY WEST WALL - NEAR FUEL TANKS	801		MARKET ST	FHQ
111	NO702130657	FEBCO	850	4"	BFPA-DC	SPRINKLER RISER - FIRE LINE	801		MARKET ST	FHQ
112	404474	WILKINS	720A	1/2"	BFPA-PVB	HOSE REEL NEAR THE PARTS ROOM	801		MARKET ST	FHQ
113	727702 737702	WILKINS	975XL	1 1/2"	BFPA-RP	BOILER ROOM	801		MARKET ST	FHQ
114	304458	WILKINS	720A	1/2"	BFPA-PVB	HOSE REEL NEAR LEFT REAR EXIT OF TRUCK BAY	801		MARKET ST	FHQ
115	379388	WILKINS	720A	1/2"	BFPA-PVB	HOSE REEL NEAR RESTROOM	801		MARKET ST	FHQ
116	745985	WILKINS	950XLT		BFPA-DC	BOILER ROOM / RISER ROOM	801		MARKET ST	FHQ
117	155889	WATTS	007M1-QT1	1"	BFPA-DC	BOILER ROOM - ON WATER HEATER	801		MARKET ST	FHQ
118	304302	WILKINS	720-A	1/2"	BFPE-PVB	Maint. Shop	801		MARKET ST	FHQ
119	407302	WILKINS	720-A	1/2"		HOSE REEL - AUTO BAY EAST WALL	801		MARKET ST	FHQ
120	763861 736881	WILKINS	950XLT	3/4"		WATER HEATER ROOM	801		MARKET ST	FHQ
121	742075	WILKINS	950XLT	1 1/2"		WATER HEATER ROOM	801		MARKET ST	FHQ
122	422487	WILKINS	720-A	2"	BFPA-PVB	IRRIGATION - EXT. OF BOILER ROOM	801		MARKET ST	FHQ
123	A11471	WILKINS	950DC	3"		RISER ROOM - MAIN WATER SUPPLY	801		MARKET ST	FHQ
124	T052794	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - BROWN HOT BOX	900		MARKET ST	IRRIGATION
125	727155						1100		MARKET ST	IRRIGATION
126	CB723399	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - BROWN HOT BOX	1100		MARKET ST - A	IRRIGATION
127							1100		MARKET ST - A	IRRIGATION
128	1261	WATTS	800M4QT		BFPA-PVB	IN HOT BOX IN MEDIAN	1300		MARKET ST	IRRIGATION
129	26972 CB722064	WILKINS	720-A	1"	BFPA-PVB	13TH STREET - IRRIGATION	1300		MARKET ST	IRRIGATION
130	CB727155	WILKINS	720-A	1"	BFPA-PVB	MEDIAN - IRRIGATION	1500		MARKET ST	IRRIGATION
131	145589	AMES	3000SS	3"	BFPA-DC	riser room	3335		MASONBORO LOOP RD	FIRE 15

132	46435	AMES	2000B	3/4"	BFPA-DC	RISER ROOM - BYPASS	3335	MASONBORO LOOP RD	FIRE 15
133	ABG2348	WILKINS	9785XL	1"	BFPA-DC	HOT BOX BY STREET - IRRIGATION	3335	MASONBORO LOOP RD	FIRE 15
134	2224177	WILKINS	975XL	2"	BFPA-RP	HOT BOX - BY STREET - DOMESTIC	3335	MASONBORO LOOP RD	FIRE 15
135	844472	WILKINS	720A	1"	BFPA-PVB	hot box on left side of building near road	1201	MILITARY CUTOFF RD	FIRE 9
136	80406	WATTS	007M1QT	2"	BFPA-DC	HOTBOX BEHIND FIRE STATION	1201	MILITARY CUTOFF RD	FIRE 9
137	W341639XLD	WILKINS	975XL	3/4"	BFPA-RP	HOT BOX IN PARKING LOT / BYPASS	6102	OLEANDER DR	FIRE 10
138	2932549 ABG2345	WILKINS	975XL	1"	BFPA-RP	SMALL HOTBOX BY BAY DOORS	6102	OLEANDER DR	FIRE 10
139	L37540	WILKINS	375	3"	BFPA-RP	HOT BOX LEFT SIDE	6102	OLEANDER DR	FIRE 10
140	40752 40757	AMES	2000B	3/4"	BFPA-DC	FIRE RISER ROOM/BYPASS	205	OPERATIONS CENTER DR	FLEET
141	1.376E+09	AMES	3000SS	4"	BFPA-DC	at riser inside building	205	OPERATIONS CENTER DR	FLEET
142	413433	Watts	909	2"	BFPA-RP	inside mechanical room	205	OPERATIONS CENTER DR	FLEET
143	L25384	WILKINS	375	2 1/2"	BFPA-RPPA AUTOMOTIVE	riser room - cage	206	OPERATIONS CENTER DR	TRAFFIC
144	1348450604 138845	AMES	3000SS	6"	BFPA-DCVA	rear riser room-bldg 206-fenced cage	206	OPERATIONS CENTER DR	TRAFFIC
145	61513	WATTS	007M1	3/4"	BFPA-DCVA	rear riser room-bldg 206-fenced cage	206	OPERATIONS CENTER DR	TRAFFIC
146	173240	WATTS	909	3"	BFPA-RPPA COMMERCIAL	WAREHOUSE MEZZANIE BY WATER HEATER	212	OPERATIONS CENTER DR	POLICE
147	61555	WATTS	007M1	3/4"	BFPA-DCVA	SPRINKLER RISER/BYPASS - CAGE	212	OPERATIONS CENTER DR	POLICE
148	4511387 4511387XLU	WILKINS	975XL2	2"	BFPA-RP	HOT BOX BY SCALES	212	OPERATIONS CENTER DR	POLICE
149	1348470604 134847	AMES	3000SS	6"	BFPA-DC	FIRE RISER	212	OPERATIONS CENTER DR	POLICE
150	178322	WILKINS	975XLT		BFPA-RP	storage room (trash can wash station)	225	OPERATIONS CENTER DR	WASH DOWN
151	1783322	WILKINS	975XL	1"	BFPA-RP	STORAGE ROOM ON RIGHT	225	OPERATIONS CENTER DR	WASH DOWN

152	H002921	FEBCO	805YB	3/4"	BFPA-DCVA	outside building	226		OPERATIONS CENTER DR	POLICE GARAGE
153	F0404131722	FEBCO	856	6"	BFPA-DCDA	at riser inside building	226		OPERATIONS CENTER DR	POLICE GARAGE
154	B489153	WILKINS	375XL	1"	BFPA-RPPA AUTOMOTIVE	inside building	226		OPERATIONS CENTER DR	POLICE GARAGE
155	1572155	WILKINS	975XL	2"	BFPA-RPPA COMMERCIAL	MEZZANINE BY WATER HEATER	235		OPERATIONS CENTER DR	RTS
156	1342865 - old ABB22968	WILKINS	975XL2	1"	BFPA-RP	HOT BOX - IRRIGATION - beside GENERATOR	235		OPERATIONS CENTER DR	RTS
157	413323	WATTS	909M1QT	2"	BFPA-RPPA COMMERCIAL	inside building - upstairs, back left	245		OPERATIONS CENTER DR	STORM / FACILITIES
158	40767	AMES	2000B	3/4"	BFPA-DCVA	at riser inside building - CAGE	245		OPERATIONS CENTER DR	STORM / FACILITIES
159	1375520904 137552	AMES	3000SS	4"	BFPA-DCVA	at riser inside building - CAGE	245		OPERATIONS CENTER DR	STORM / FACILITIES
160	581977	WATTS	909	1"	BFPA-RPPA AUTOMOTIVE	inside building	255		OPERATIONS CENTER DR	STORM GARAGE
161	40542	AMES	2000B	3/4"	BFPA-DCVA	at riser inside building - CAGE	255		OPERATIONS CENTER DR	STORM GARAGE
162	1367980904 136798	AMES	2000SS	3"	BFPA-DCVA	at riser inside building - CAGE	255		OPERATIONS CENTER DR	STORM GARAGE
163	L26022	WILKINS	375	2 1/2"	BFPA-RPPA COMMERCIAL	riser room	265		OPERATIONS CENTER DR	STREETS
164	1155301105 115530	AMES	4000SS	4"	BFPA-RPPA	FIRE RISER ROOM	265		OPERATIONS CENTER DR	STREETS
165	3586685	WILKINS	975XL	3/4"	BFPA-RP recovered service address	FIRELINE HOTBOX BYPASS	3403		PARK AVE	FIRE 2
166	M07533	WILKINS	375DA	6"	BFPA-RP	RIGHT CORNER OF PARKING LOT	3403		PARK AVE	FIRE 2
167	3756441	WILKINS	975XL	1"	BFPA-RP	RIGHT CORNER OF PARK LOT	3403		PARK AVE	FIRE 2
168	3506162	WILKINS	975XL	2"	BFPA-RP	HOTBOX BY ROAD	3403		PARK AVE	FIRE 2
169							3900		PARK AVE	IRRIGATION
170							5001		PARK AVE	

171	378847	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF PRINCESS & 3RD ST N	301		PRINCESS ST	IRRIGATION
172	378844	WATTS	009M2QT	1"	BFPA-RP	NE CORNER RED CROSS & N 3RD ST	301		RED CROSS ST	IRRIGATION
173	10691D		375ASTDA	6"	RPDA	RIGHT SIDE NORTH DRIVEWAY ENTRANCE	4455		RIVER ROAD	FIRE 6
174	ABB26400		975XLD	3/4"	RPDA	BYPASS FOR FIRELINE BACKFLOW	4455		RIVER ROAD	FIRE 6
175	140088	WATTS	800M4QT		BFPA-PVB	HOT BOX INSIDE FENCE NEAR THE BALL FIELD	215		SHIPYARD BLV	GODWIN
176	167999	WATTS	009M2QT		BFPA-RP	HOT BOX AT SERVICE DOOR	215		SHIPYARD BLV	GODWIN
177	n/a	WILKINS	375XL	2"	BFPR-RP	LEFT FIELD BY FENCE ON SHIPYARD	215		SHIPYARD BLV	GODWIN
178	HC13733	WILKINS	950XLD	3/4"	BFPR-DC	HOT BOX BY ROAD	680		SHIPYARD BLV	FIRE 5
179	N/A	WILKINS	375XL	3/4"	BFPR-RP	HOT BOX BY ROAD	680		SHIPYARD BLV	FIRE 5
180	B115691	WILKINS	375XL	1 1/2"	BFPR-RP	HOT BOX BY ROAD	680		SHIPYARD BLV	FIRE 5
181	10195B	WILKINS	350ASTDA	6"	BFPR - DC	HOT BOX BY ROAD	680		SHIPYARD BLV	FIRE 5
182	B343651		375XL	1 1/2"	BFPA-RP	METER - GREEN HOTBOX BY POWER POLE	1306		STANLEY ST	ARCHIE BLUE / LOVE GROVE
183	3157926	WILKINS	975XL	1"		RESTROOM MECH. ROOM	1308		STANLEY ST	ARCHIE BLUE / LOVE GROVE
184	4456	WATTS	LF009M2QT	2"	BFPA-RP	SURRY & CASTLE St. NEAR FIRE HYDRANT, MIDDLE BACKFLOW	602		SURRY ST	DRAMTREE PARK
185	B017443	WILKINS	375XL	1"	BFPA-RP	GOLF MAINTENANCE BLDG	311	S	WALLACE AVE	MUNI GOLF
186	AJA0281	WILKINS	375XL	1"	BFPA-RP	OUTSIDE OF THE CART GARAGE	311	S	WALLACE AVE	MUNI GOLF
187	259890	WATTS	009M2QT		BFPA-RP	S 311 WALLACE AVE/GOLF MAINTENANCE BLDG	311	S	WALLACE AVE	MUNI GOLF
188	03311B	APOLLO	ERLF4A	1 1/2"	BFPA-RP	HOTBOX AT MAIN BLDG	311	S	WALLACE AVE	MUNI GOLF
189	AJBG5171	WILKINS	375XL	1"	BFPA-RP	IN THE CAR GARAGE	311	2	WALLACE AVE	MUNI GOLF
190	378846	WATTS	009M2QT	1"	BFPA-RP	NE CORNER OF WALNUT & N 3RD ST	301		WALNUT ST	IRRIGATION
191	3100	WATTS	RP		BFPA-RPPA USS NC BATTLESHIP COMMERCIAL 0.75	BLUE HOT BOX AT RIVER	1	N	WATER ST	RIVERWALK

192	N1808220823	FEBCO	866		BFPA-RPPA USS NC BATTLESHIP COMMERCIAL 8.00	IN HOT BOX BY RIVER	1	N	WATER ST	RIVER WALK
193							1	N	WATEER ST - A	
194	2959757	WILKINS			BFPA-RPPA COMMERCIAL	beside building	4	S	WATER ST	VISITOR BOOTH
195						HOTBOX IN FRONT OF Riverwalk Light 075	108	N	WATER ST	IRRIGATION
196	AJH2275		375XL	3/4"			129	N	WATER ST	RIVERWALK
197							201	N	WATER ST	
198	B317312					AT METER - SOUTH OF PLANTER, EAST IN FRONT OF HOTEL	305	N	WATER ST	IRRIGATION
199	11132231 W092751	WILKINS	975XL	1 1/2"	BFPA-RP	IN FRONT OF HOTEL ACROSS THE STREET FROM SUGAR SHACK	305	N	WATER ST	IRRIGATION
200	439755	WATTS			BFPA-RPPA	river walk dock-Henrietta	227	N	WATER ST	DOCK
201	AKE8923	WILKINS	375XLRP	2"	BFPA-	ON STAND - BESIDE VETERANS MEMORIAL	227	N	WATER ST	DOCK
202		WATTS	909M1QT	1 1/2"	BFPA-RP	ON STAND - BESIDE VETERANS MEMORIAL	227	N	WATER ST	DOCK
203	B343665		375XL	1 1/2"		YARD HYDRANT, CORNER OF GRACE	248	N	WATER ST	HYDRANT
204	ASSE1013	ZURN WILKINS	375XL	1 1/2"	BFPA-RP	LEFT SIDE, FACING STAIRS, RIGHT OF DG	248	N	WATER ST	HYDRANT
205	B316620	ZURN WILKINS	375XL	1"	BFPA-RP	CORNER OF GRACE & WATER ST IN BRICK SIDEWALK IN HOTBOX	270	N	WATER ST	HYDRANT
206						JUST NORTH OF FOUNTAIN IN BRICK SIDEWALK IN HOTBOX	271	N	WATER ST	HYDRANT
207	B316620		375XL	3/4"			284	N	WATER ST	IRRIGATION
208	B317312					FRONT OF HOTEL BY HYDRANT	305	N	WATER ST	IRRIGATION

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

WITNESSETH:

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. The CONTRACTOR’s scope of service, as listed in Exhibit “A,” XXXXXXXXXXXX
- b. 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.
- 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:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

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, July 1,2026, by all parties and shall continue until, June 30,2027, with an option to renew for two (2) additional one-year terms through June 30,2029. Either party may terminate the agreement for any reason with a 30-day written notice delivered via certified mail. The vendor may request adjustment to pricing on May 30 of each year starting in 2027 through the term of the agreement equivalent to the lesser of (i) the percentage change in the Consumer Price Index(CPI) for all Urban Consumers as published by the Us Department of Labor or (ii) five percent(5%)

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

XXXXXXXXX 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 (10) 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 (10) 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 involved 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. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this Agreement and will:

- (a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.
- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises' participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
- (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general contractor on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.
- (f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this Agreement and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this Agreement. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the Agreement or other appropriate remedy.
- (g) A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.
- (h) A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

(i) The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this Agreement. The CONTRACTOR agrees by executing this Agreement that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

25. 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.

26. 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.

27. 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. CONTRACTOR 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.

28. Amendments

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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: _____
Authorized City Signature, Title

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 _____, 2025.

Martha Wayne, Finance Director

Project String: _____

Org:/Obj: _____ Project: _____

Amount of Contract: \$ _____

Requisition: # _____

Federal ID Number: #56-6000239