



**Request for Proposal
for
The City of Wilmington**

**North Front Street Landscape Bed Fence
Barrier Installation**

RFP-S12-0125.2

PROJECT MANAGERER

Ron L. McMillan

ron.mcmillan@wilmingtonnc.gov

Phone: 910-341-7818

SUBMIT PROPOSAL TO

Christine R. Karem, Sr. Contract Specialist/ M/

WBE Coordinator

929 North Front Street

P O Box 1810

Wilmington, NC 28401

Phone: 910-765-0463

Email: christine.karem@wilmingtonnc.gov

Date Re - Issued: February 03, 2025

Date Due: Tuesday February 11, 2025, at 3:00 PM

**Finance**

Purchasing Division
929 N. Front St., 10th Floor
Post Office Box 1810
Wilmington, NC 28402-1810

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

February 03, 2025

**RE: Request for Proposals – North Front Street Landscape Bed Fence Barrier Installation
RFP-S12-0125.2**

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 North Front Street Landscape Bed Fence Barrier Installation.

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 final selection of the contractor. 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.

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow along with attendance at the Pre Proposal Meeting. The successful Contractor will be selected based on the quality, quantity and best value of services provided for the available budget. Contractors must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

A Pre-Proposal meeting took place on January 16, 2025 at 10:00 AM. at the project site.

If you wish to visit the site please contact ron.mcmillan@wilmingtonnc.gov.

Sealed proposals addressed to the Sr. Contract Specialist, P. O. Box 1810, 929 N. Front Street, 10th Floor Wilmington, NC 28402, and marked "North Front Street Landscape Bed Fence Barrier Installation " will be received until 3:00 pm., Tuesday February 11, 2025.

After the most qualified firm is determined by the City, the staff will enter negotiations 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 for the fee available, the City will enter negotiations with the next most qualified firm.

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Contractor shall make a good faith effort to identify and hire minority su contractors for this project. complete copy of the City's M/WBE policy is available at my office.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this service.

Sincerely

Christine R. Karem
Sr. Contract Specialist - M/WBE Coordinator



**North Front Street Landscape Bed Fence
Barrier Installation**

RFP S12-0125.2

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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.

5. 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.

6. 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.

7. 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 _____, 2023.

COMPANY NAME _____

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

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(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 _____, 2025.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

BID NAME: N. Front St. landscape bed fence barrier installation

Location: 200 & 300 blocks of N. Front Street

Department: Parks & Recreation

Staff Contact: Project Manager ron.mamillan@wilmingtonnc.gov

Project Director: sally.thigpen@wilmingtonnc.gov

Purpose: Install decorative steel landscape fencing on four sides around 16 landscape beds on the 200 & 300 blocks of N. Front St. from Chestnut St. to Walnut St. in downtown Wilmington, NC. For aesthetic appeal and to protect the landscape beds.

Scope of Work

Install in sixteen (16) plant beds on N. Front St. from Walnut St. to Chestnut St. 664 linear feet of fencing enclosing four sides.

- New street scape landscaping on N. Front St. is being impacted by pedestrian and vehicular traffic. The installation of barrier fencing is intended to reduce these impacts while providing an aesthetically appealing solution (Table 1) . Materials to be resilient in local conditions (coastal environment) .
 - **CONTRACT ITEM:** Provide per linear foot cost for materials and installation **Table 1**. See example **Image 1** and locations **Map 1**.
 - **ATERNATE ITEM:** Allowable to quote similar product and dimension options that achieve the same result. Provide manufacturer and material details **Table 2**. See example **Image 1** and locations **Map1**.

Standard of Care : Care are must be taken not to damage hard scape elements such as curbing sidewalk street landscape beds and adjacent property. Damage to signs utilities hard scape and/or plant material shall be corrected at contractor's expense.

Plant Beds are the responsibility of the contractor.

- a. Plant material impacted during installation must be removed and replaced (with the same if healthy).
- b. If the plant material is not healthy and approved/confirmed by the City, the contractor may remove and not replace it.
- c. Soil and mulch must be placed back in the beds in a neat and clean condition.

Traffic Control and Pedestrian Safety. The street supports a high volume of vehicular and pedestrian traffic and safety is paramount. Take precautions to reduce user conflicts and provide safe passage around/through work zones.

Traffic Control: Contractor is responsible for obtaining a Right of Way Permit and submitting a proper temporary traffic control and/or pedestrian control plan (TTCP) and a truck route. Sidewalk, Shoulder, Parking Lane, Travel Lane, and Roadway closures on a public right-of-way (ROW) for the purpose of temporary construction work requires an approved ROW Permit and associated fees from the City of Wilmington. Additional time restrictions and permit fees apply to work on major city roadways and in the Central Business District. Contact the ROW Office for more information. www.wilmingtonnc.gov/departments/engineering City ROW Permit office 910-341-5899.

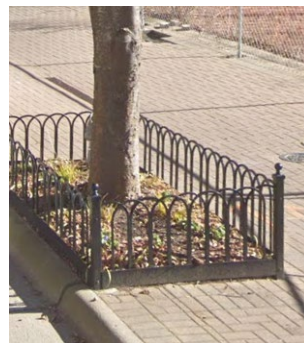
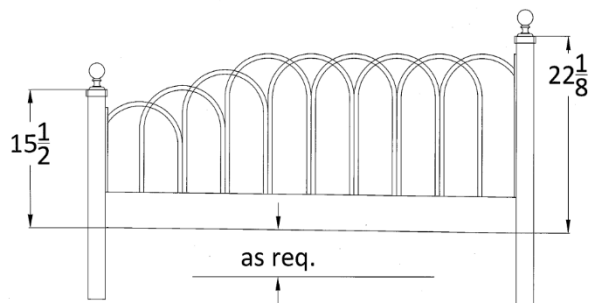
Schedule

Work will be completed within 30 days of Notice to Proceed.

Table 1. Contract Items -contractor to fill in blanks

Item #	Contract Items Description	Unit Price \$	Estimated Quantity	Amount \$
1	Mobilization for related equipment, materials, labor, disposal, and any incidental items. <i>Lump sum</i>		1	
2	Installed: ½" square pickets curved, 2" square corner posts with ball caps, ¼"x4" flat bar at bottom for mulch retention. Powder coated Black. Steel. No footers, dig 4" hole and sink in concrete.		_____ Linear Ft	
2A Alternate	<i>Allowable to quote equivalent product and dimension options that achieve the same result. Show specific details and cost per Linear Ft.</i>		_____ Linear Ft	
			TOTAL	\$0

Image 1. Example of ornamental fencing



Map 1. Location of 16 landscape beds included in the project N. Front St. from Walnut St. to Chestnut St.

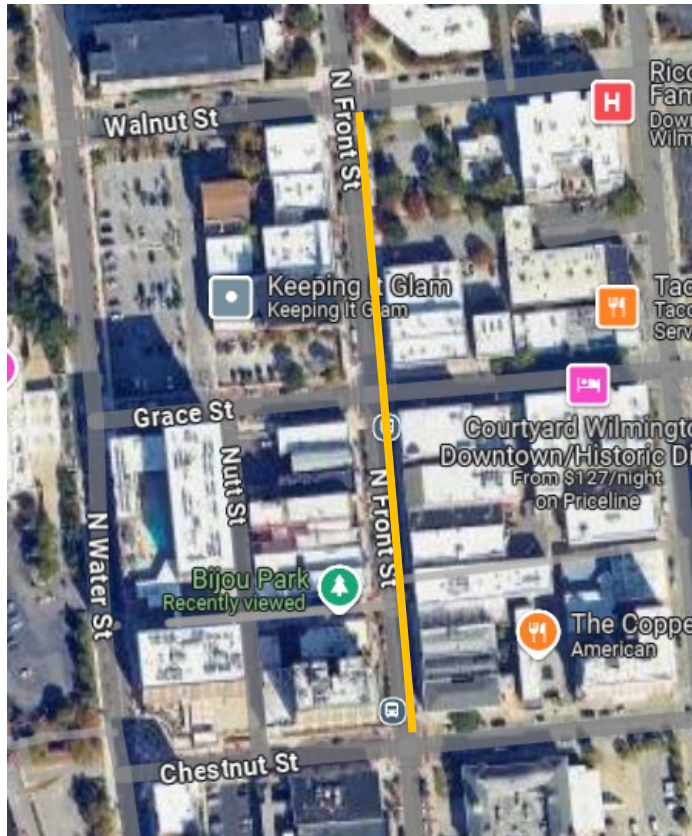


Table 2. Landscape Bed Dimensions: 16 beds Total Fence Estimate 664'

4" Note: All beds are irregular sha

Bed #	Bed Locations N. Front St. from North to South	Approximate Bed Dimension	Bed Shape
	300 block N. Front St b/w Walnut St. and Grace St		
1	1 st from Walnut St.-west side	28' 2"	Approximately square, 1 rounded edge
2	1 st from Walnut St.-east side	26' 4"	Approximately square, 1 rounded edge
3	Midblock from Walnut St.-west side	39' 0"	Approximately square, 1 rounded edge
4	Midblock from Walnut St. east side	43' 00"	Approximately square, 1 rounded edge
5	Midblock from Walnut St.-river side	58' 6"	Approximately 'L' shaped
6	Midblock from Walnut St. east side	60' 0"	Approximately 'L' shaped
7	Last on block at Grace St. west side	25' 10"	Approximately square, 1 rounded edge
8	Last on block at Grace St. east side	21' 6"	Approximately square, 1 rounded edge
	200 block N. Front St b/w Grace St and Chestnut St.		
9	1 st from Grace St.-west side	31' 6"	Approximately square, 1 rounded edge
10	1 st from Grace St.-east side	31' 0"	Approximately square, 1 rounded edge
11	Midblock-west side	34' 8"	Approximately rectangular, 1 rounded edge
12	Midblock - east side	88' 2"	Approximately 'L' shaped
13	Midblock -west side	75' 0"	Approximately 'L' shaped
14	Midblock- east side	32' 6"	Approximately square, 1 rounded edge
15	Last on block at Chestnut St. west side	35' 5"	Irregular, 5+ sides
16	Last on block at Chestnut St. east side	33' 10"	Irregular, 5 sides

CONTRACT FOR SERVICES

THIS CONTRACT, made and entered into on the date hereof, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and [Company], a corporation organized under the laws of the State of North Carolina, having its principal place of office in _____; hereinafter called "CONTRACTOR."

WITNESSETH:

1. Purpose of Contract

(a) 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 CITY, as ordered in accordance with the provisions of this contract.

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

(1) [Company] Proposal dated _____. Exhibit A

2. Scope of Services

(a) Install decorative steel landscape fencing on four sides around 16 landscape beds on the 200 & 300 blocks of N. Front St. from Chestnut St. to Walnut St. in downtown Wilmington, NC. For aesthetic appeal and to protect the landscape beds.

(b) During the period of this Agreement, 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.

3. Quantities and Prices

CONTRACTOR will provide the services required by this contract at the following price:

_____, (\$_____).

4. 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 contract.

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

5. Term of Contract

The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written order from the Purchasing Manager and shall complete all work hereunder within ____ days of the date of beginning.

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.

6. City Obligations

(a) CITY CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to conducting inspections on services performed, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Anthony N. Caudle, City Manager
City of Wilmington
P.O. Box 1810
Wilmington, NC 28401-1810

cc: Ron L. McMillan, Project Manager
City of Wilmington
P O Box 1810
Wilmington, NC 28401
Phone: (910) 341-7818
Email: ron.mcmillan@wilmingtonnc.gov

7. Release and 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.

8. 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.

9. 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 contract.

10. 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 contract.

11. Suspension or Termination of Contract

(a) In the event that a review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, 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 contract upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/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 contract at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this contract whereupon all obligations of the CITY to the CONTRACTOR shall cease.

(c) In the event this project is terminated prior to the 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 contract without cause upon a thirty (30) day 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.

12. Assignment of Agreement

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

13. 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 certified pursuant to all of the 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.

14. 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 \$1,000,000.00 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 for 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.

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

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

(e) MISCELLANEOUS INSURANCE PROVISIONS.

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

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not be 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.

(2) 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.

(f) 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.

(g) EVIDENCE OF INSURANCE.

(1) 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 contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) 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.

(h) 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 of 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.

(i) CONDITIONS.

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

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in 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 contract.

(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.

15. 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.

16. 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.

17. Subcontracts

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

18. Entire Agreement

This agreement constitutes the entire understanding of the parties.

19. Binding Effect

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

20. Continuing Obligation

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

21. Reference

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

22. Interpretation

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

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 contract 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 contract 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 contract. 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 contract or other appropriate remedy.

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.

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.

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 contract. The CONTRACTOR agrees by executing this contract 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 contract 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 contract.

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 wastes 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 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.G.S. § 132-1.10 and § 75-65.

28. Amendments

This contract 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. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at 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 Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement 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 forgoing, 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 Contract.

34. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 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 also must 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 time period for CONTRACTOR to seek court ordered 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.

INTENTIONALLY LEFT BLANK

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

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Anthony N. Caudle, City Manager

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 \$ _____

Requisition No.: _____

Federal ID Number: 56-6000239

[Company]

By: _____
President/Vice President, Secretary, Treasurer

WITNESS:

Secretary, Assist. Secretary, Trust Officer

[CORPORATE SEAL]

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____ [SEAL]

INSURANCE CERTIFICATES

CITY OF WILMINGTON NORTH CAROLINA

**PROPOSAL
or
N. Front St. Landscape Bed Fence Barrier Installation
RFP S12-0125.2**

1. The undersigned, having carefully examined the site of the proposed work, the entire proposal document, including but not limited to the Scope of Work that include the specification and requirements. Contract and/or Standard Details attached hereto, all of which are fully understood and hereby agreed to, proposes to furnish all materials, labor, equipment and plant necessary to complete in-place the specified improvements, in strict accordance with the above-mentioned proposal documents.
2. Where an interpretation as to specifications is necessary, or as to the character of the work performed, or as to further instructions relating to the work, before or during construction, the undersigned proposer hereby agrees that (hereinafter called "PROJECT MANAGER") shall be the authority and his word shall be final.
3. The prices, as stated, are for the work completed and also include all charges and expenses for furnishing all labor, materials, equipment, for completing the specified work in the manner specified in the specifications and according to the instructions of the PROJECT MANAGER, unless otherwise shown in the Proposal.
4. If awarded this contract, the undersigned agrees to begin construction on the date to be specified in the written order by the Purchasing Manager and to complete all work within 60 calendar days of the date of beginning.
5. The undersigned hereby certifies that this Proposal is made without connection with any person or persons making bids or proposals for the above work and that the bid is in all respects fair and without collusion or fraud.
6. All extra work shall be done using actual payroll and material costs, and a profit of ten percent (10%) of the total cost shall be added thereto. All items of materials shall be billed to the CITY on the extra work invoice, and a delivery slip from the vendor shall be submitted therewith to verify the actual cost. No additional profit will be allowed on materials other than the normal overall ten percent (10%) above stated. Items not provided for above shall be agreed upon between the CONTRACTOR and the PROJECT MANAGER prior to invoicing.

8. The undersigned understands that, if awarded this contract, he must guarantee, for a period of one year after date of final payment, all work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship, or materials which may appear in his work during this period.
9. The undersigned supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

9.1 Please indicate type of business organization:

- i. Proprietorship _____
- ii. Partnership _____
- iii. Corporation _____
- iv. Limited Liability Co. _____

9.2 If 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 corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

9.3 If 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 state of registration? _____

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

9.4 If business is a Proprietorship, please answer the following:

Name of owner: _____

9.5 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 a 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? _____

9.6 For all proposers

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
_____.

10. Additional Information - Please respond to each:

10.1 North Carolina Taxpayer Identification Number:

10.2 Does your company have an Affirmative Action Plan
Yes _____ No _____

11. The undersigned proposes to accomplish the work as described in the following at the unit prices and/or lump sum price shown. In the event of a discrepancy in the unit prices and the extended prices, the unit prices shall prevail.

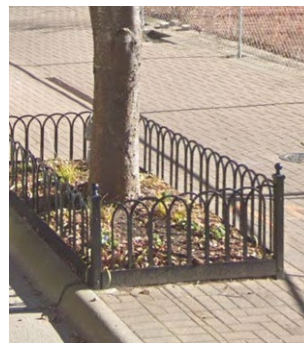
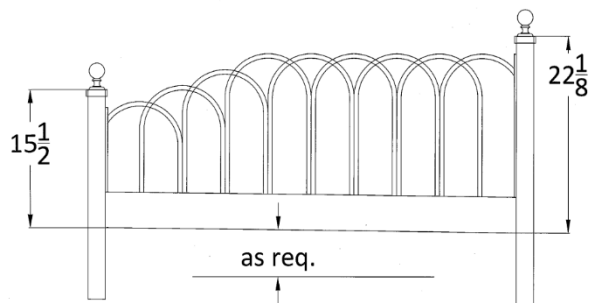
Schedule

Work will be completed within 60 days of Notice to

Proceed.

Item #	Contract Items Description	Unit Price \$	Estimated Quantity	Amount \$
1	Mobilization for related equipment, materials, labor, disposal, and any incidental items. <i>Lump sum</i>		1	
2	Installed: ½" square pickets curved, 2" square corner posts with ball caps, ¼"x4" flat bar at bottom for mulch retention. Powder coated Black. Steel. No footers, dig 4" hole and concrete in.		_____ Linear Ft	
2A	<i>Allowable to quote similar product and dimension options that achieve the same result. Show specific details and cost per Linear Ft.</i>		_____ Linear Ft	
			TOTAL	\$0

Image 1. Example of ornamental fencing



. The undersigned understands that the award under this Proposal will be made to the lowest responsible bidder.

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

Addendum #1: _____ Dated: _____
Addendum #2: _____ Dated: _____
Addendum #3: _____ Dated: _____

If awarded the work, I/we agree to begin work as soon as we are given the notice to proceed and complete the work ready for occupancy within the specified time limits.

This Proposal is submitted by:

Company Name

Signed by: _____
Authorized Person's Signature

Type or Print the Name of the Person Signing Above

Title: _____

Address: _____

Zip _____

Phone: _____

Date: _____

North Carolina Contractor's License Number: _____