

CITY OF RALEIGH



**ADVERTISEMENT, PROPOSAL, CONTRACT DOCUMENTS
AND SPECIFICATIONS**

FOR

North Glen – Northwood Property Stabilization

**CITY OF RALEIGH PROJECT
ES 2026-05**

June 8, 2026

**MARCHELL ADAMS-DAVID
CITY MANAGER**

**JANET COWELL
MAYOR**

ADVERTISEMENT FOR BIDS
POSTED: 06/08/2026
CITY BID NUMBER: ES-2026-05

Project: North Glen – Northwood Property Stabilization

Owner: City of Raleigh, North Carolina, Engineering Services – Roadway Design and Construction Department, 222 West Hargett Street, Suite 400, Raleigh, NC 27601.
Contact: Riska Dees, 919-996-4059

Engineer: John Duncan, Triangle Construction Management Company, Inc.
2617 Winton Road Durham, NC 27707

Sealed Bids will be received until 1:00 pm, Thursday, July 8, 2026, at 222 West Hargett Street, Room 305, Raleigh, NC 27601, at which time and place bids will be publicly opened and read aloud for the construction of the North Glen – Northwood Property Stabilization project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A mandatory Pre-Bid Walkthrough will be held at 11:00 am, Monday, June 15, 2026 at 511 North Glen Drive, Raleigh, NC 27609.

Requirements for pre-bid submittals of an “or-equal” are required within 10 days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

Demolish six (6) existing structures at the subject properties.

Complete bidding documents will be provided at no cost but may be reviewed online and obtained from NC eVP on Monday, June 8, 2026. For additional information please contact Riska Dees at the City’s Engineering Services – Roadway Design and Construction Division by email riska.dees@raleighnc.gov or contact the Division office by calling (919) 996-5575.

With each request for Bidding Documents supply the following information: Company name, contact person, street address, phone number, and email address for Bidding point of contact; N. C. contractor’s license with limitation and classification; indicate if the firm will be a Prime bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City’s contracting and procurement programs to include Professional Services;

Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.

City of Raleigh

Janet Cowell, Mayor

END OF DOCUMENT

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1 REQUEST FOR BIDS (RFB)

1.1 Introduction

City of Raleigh's Roadway Design and Construction Division (RDC) has acquired six properties located at 4824, 4830, 4900, and 4904 Six Forks Road, and 510 and 511 North Glen Drive (Subject Properties). RDC intends to demolish the existing structures on the Subject Properties as part of ongoing property management and site stabilization efforts.

A detailed scope of services is provided in the Bid Form (5.1).

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual(s):

Contact Name	Email Address
<i>Riska Dees</i>	<i>Riska.dees@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh (COR) continues to experience steady growth and investment throughout the community, resulting in ongoing infrastructure, transportation, and property management initiatives to support future needs and maintain public assets. As part of these efforts, the City periodically acquires properties for transportation and public improvement purposes.

COR Roadway Design and Construction Division (RDC) acquired the Subject Properties in late 2024. RDC is now seeking a qualified demolition contractor to remove the existing six (6) structures and complete associated site stabilization activities at the properties.

1.3 Bid Timeline

The Bid process shall adhere to the following schedule, unless it is duly changed by an amendment or official notification:

Bid Process	Date & Time	
Bid Advertisement Date (eVP Posting Date)	6/08/2026	-
Mandatory Pre-Bid Meeting	6/15/2026	11:00 AM
Deadline for Written Questions	6/19/2026	5:00 PM
Last Addendum Posted with City Responses	07/03/2026	5:00 PM
Submittal Due Date & Time, Bid Opening	07/08/2026	1:00 PM
Selection Announcement	TBD	TBD

Note: All times shown as Eastern Standard Time (EST).

1.4 Pre-Bid Meeting

A Mandatory Pre-Bid Meeting for all prospective Bidders is scheduled for **Monday, June 15, 2026, at 11:00am**. The site will be made accessible to contractors during this time.

The location of the Pre-Bid Meeting will be: 511 North Glen Drive, Raleigh, NC 27609

1.5 Bidders Questions

Upon review of the Bid Documents, any requests for clarification and questions must be received by the City no later than the date shown above in the Bid Timeline (Section 1.3) for the submittal of written inquiries.

Failure to request clarification and submit questions by the date in the Bid Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this Bid, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this Bid, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this Bid.

It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

1.6 Bid Submission Requirements and Contact Information

Bidders must submit one (1) signed original bid package. Sealed bids shall be delivered to the City of Raleigh Engineering Services – Roadway Design and Construction Division, Raleigh Municipal Building, 222 West Hargett Street, Raleigh, NC, Suite 400 (prior to bid opening) or Room 305 (at the time of bid opening), no later than the date and time specified in the Bid Timeline. Bid envelopes must be clearly labeled with the project address, bidder's name, and the scheduled bid opening date and time.

Bids must be received by the City on or before the Submittal Due Date and Time as indicated on the Bid Timeline (1.3). Deliver Bids to the following mailing / physical address:

<u>DELIVERED TO:</u>
City of Raleigh Engineering Services – Roadway Design and Construction Division ATTN: RISKA DEES 222 West Hargett Street, Suite 400 Raleigh, NC 27601 RFB # ES 2026-05

Bids received after the “Bid Due” deadline will not be considered. The outside of the submittal package must be clearly marked with the RFB # and Title. The City reserves the right to reject any or all BIDs for any reason and to waive any informality it deems in its best interest. Any requirements in the BID that cannot be met must be indicated in the proposal. Bidders must respond to the entire RFB. Any Bids received by the City that are incomplete in their responses

will be immediately disqualified.

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Completed Minority or Women-Owned Subcontractors documentation form(s) must be submitted with the Bid, or the Bid may be considered non-responsive and invalid.

1.8 Rights to Submitted Material

All Bids, responses, inquiries, or correspondence relating to or in reference to this Bid, and all reports, charts, and other documentation submitted by Bidders (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal 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 Bidder in accordance with the procedures allowed by North Carolina law.

2 BIDS

2.1 Request for Bid Documents

The "BID" is comprised of the base Bid document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this Bid in advance of any Contract award are incorporated herein by reference.

Bids must adhere to the format specified in this document. The City reserves the right, at its sole discretion, to reject any bid or portion of a bid that is incomplete, insufficiently detailed, or significantly deviates from the required format. Bidders must organize their responses in the following order:

- a) Bid Form (includes Schedule of Values) – 5.1
- b) Bid Bond – 5.2
- c) Non-Collusive Affidavit – 5.3
- d) MWBE Documentation – 5.4
 - a. Acknowledgement of MWBE Policy
 - b. Identification of Certified MWBE Participation
- e) Non-Discrimination Clause – 5.5
- f) E-Verify Form – 5.6
- g) Qualifications – 5.7

The following forms shall be completely filled out and submitted with the Bids. Documents needed for this Bid can be found in Section 5. Failure to submit all of the above with the Bid will be just cause for rejection of the Bid by the Owner.

2.2 Final Selection

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, an Award will be made to the

lowest responsible and responsive Bidder, taking into consideration quality, performance, and the time specified in the Bid Form for the performance of the Contract

2.3 Notice to Bidders Regarding Bid Terms and Conditions

It shall be the Bidder's responsibility to read the Instructions, the City's Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this BID and comply with all requirements and specifications herein. Bidders also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this BID.

Defined Terms

Terms used in these Instructions to Bidders that are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid to Owner. The term "Successful Bidder" means a qualified, responsible, and responsive Bidder to who Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

The work will be performed under one contract.

Qualification of Bidders

To demonstrate qualifications to perform the Work, each Bidder shall submit with the bid satisfactory proof of their qualifications to satisfactorily complete the work within the time allocated. The Bidder shall provide, when requested, along with other items, information, and evidence with respect to the following:

- That the Bidder is licensed in the State of North Carolina to perform the type and scope of work included in the plans and specifications.
- That the Bidder has done work of similar nature and value, including obtaining all required permits.
- That the Bidder will have the available staff, adequate equipment, and facilities to complete the work within the time allocated.
- At least three (3) references from owners of projects completed by the Bidder within the past 3 years.
- If the Bidder is a corporation, the names of all corporate officers.
- The name of the proposed project superintendent and his years of experience in construction supervision role.

Examination of Specifications/Work Write Up (Bid Form) and Site

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Specifications thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance or furnishing of the work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance of furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Specifications, and (e) notify the Housing and Community Development Department of all conflicts, errors or discrepancies in the Specifications.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Specifications. The Owner shall have the right to approve the areas to be used for staging

and storage. The contractor shall coordinate and cooperate with all other general contractors that will be working on this site.

The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of this Article 3, and HUD Forms 5369 & 5369-A. That without exception the Bid is premised upon performing and furnishing the Work required by Specifications and such means, methods, techniques, sequences or procedures of construction as may be required by or reasonably implied by the Specifications. Those without exception the Specifications are sufficient in scope and detail to convey a complete understanding of the terms and conditions for performance of the work.

Interpretations and Addenda

Addenda may also be issued to modify the Specifications as deemed advisable by Owner.

Contract Time

The time for completion of the work (the contract time) shall be one hundred and fifty (150) calendar days from the date of the notice to proceed.

Liquidated Damages

There shall be liquidated damages of \$1,000.00 dollars per calendar day for each day. The completion of this contract exceeds the contract time as worked out with the City of Raleigh's HCD.

Subcontractors, Suppliers, and Others

The Bid Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (who are to furnish the labor material and equipment for the contract). A list of such persons and organizations shall be submitted to the Owner. An experience statement shall, if requested, accompany such list with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person, or organization required by the Owner. The Owner may, request that the Successful Bidder submit an acceptable substitute for any person or organization which, in the opinion of the Owner, lacks the ability, experience, or integrity to perform the intended function. Such a request by the owner shall be made prior to the "Notice of Award". Such substitutions shall be made without any change in the total bid price.

If the apparent Successful Bidder declines to make any such substitution, the Owner may award the contract to the next lowest bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, supplier, other person, or organization listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

No Contractor shall be required by the Owner to employ any Subcontractor, Supplier, or other person or organization against whom the Contractor has reasonable objection.

The Contractor shall provide to the Owner a list of subcontractors who are Minorities or women-

owned including monetary amount of subcontract and what percentage the monetary amount is of the total contract.

Bid Form

Bids shall be submitted on the Bid Form furnished with the Specifications.

All blanks on the Schedule of Prices must be completed in ink or by computer. The Project Total Cost at the bottom of the Schedule of Prices shall be properly completed in ink or by computer in both words and numerals. If the words and numerals do not correspond, the words will take precedence. Bids shall not be conditional, limited, or restricted.

Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed the attested by the Secretary or an assistant secretary. The corporate address and State of incorporation must be shown.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

All names must be printed or computer generated below the signature. When requested by Owner, evidence of the authority of the person signing shall be furnished.

After signing the contract, the appropriate notary's acknowledgement, in the form corresponding to the category of the contracting entity, should be completed.

The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address, email address and telephone number for communications regarding the Bid must be shown.

No alterations in Bids, or the printed forms therefore, by erasures, interpolations, white out, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify any alteration so initialed.

3 SCOPE OF SERVICES

The Contractor will furnish all material, labor, machinery, tools, equipment, and services, and will perform and complete all work in an efficient workmanlike and timely manner. The City may choose to extend this contract for additional term should the contractors performance warrant an extension. The City reserves the right to reject all Bids received or to negotiate the terms of the agreement to best serve the interest of the City of Raleigh.

General Specifications:

Please see **Bid Form (5.1)** for full scope of work on this property.

The successful Contractor must furnish the City of Raleigh a **Certificate of Insurance** before the contract is awarded. This certificate should show current coverage in force specifically covering this Project. Coverage must remain in force from initiation of Bid process through completion of the work. DO NOT SUBMIT CERTIFICATE OF INSURANCE WITH YOUR BID.

Performance and Payment Bonds equal to 100% of the contract amount are required to ensure the work is completed and all payments are made.

The City of Raleigh considers Bids received to be valid and submitted in good faith. Withdrawal due to errors in calculations or other factors may be reason to remove the Contractor from the City of Raleigh's vendors list for a period of up to six months. A second occurrence of withdrawal by the same vendor may be grounds for permanent removal of that Contractor from the City of Raleigh's vendor list.

Additional Specifications and Conditions:

The Contractor agrees not to begin work until receipt of a Notice-to-Proceed authorization for each scheduled property. The contractor shall submit an acceptable and mutually agreed upon **Time of Completion as specified in the contract.**

4 CONTRACT TERMS

4.1 Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority female.

4.3 Assignment

This Contract may not be assigned without the express written consent of the City.

4.4 Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

4.5 Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired

and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

4.6 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be

injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

4.7 Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

4.8 Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

4.9 Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

4.10 Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due

Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation, or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

4.11 Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

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

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

4.12 Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that

the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

4.13 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

4.14 Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

4.15 E-Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

4.16 **Iran Divestment Act Certification**

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

Name of Contracting Party or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-55 *et seq.* *

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 *et seq.* but has been renumbered for codification at the direction of the Revisor of Statutes.