



Advertisement Date: May 13, 2024

**ADVERTISEMENT FOR BIDS
City Hall Window Restoration Bid #: 037-2024**

**City of Salisbury
303 West Franklin St. Salisbury, NC 28144**

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City of Salisbury Window Restoration Projects

The City of Salisbury will receive sealed bids for the following Project:

PROJECT NAME: City Hall Window Restoration

BID DUE DATE & TIME: June 13, 2024, AT 2:00 PM

SCOPE OF WORK: The proposed project is located at City Hall 217 S Main St. Salisbury, NC 28144. The project includes the repair and restoration of all windows within the City Hall building.

This advertisement will be posted on the City of Salisbury website.

Interested bidders must obtain an official bid package in order to bid. Contract Documents are available at the following location:

<https://salisburync.gov/Government/Finance/Bids-and-Purchasing> (from Finance)

A Pre-bid Conference will be held at 217 S Main St. Salisbury NC 28144 on May 28th 2024 at 10:00 AM. We will meet in the rear parking area of City Hall and walk the exterior of the building. If access is needed inside the building to observe interior conditions, a sample size of the different type of windows will be available due to some areas of the building being restricted during this time.

Attendance is mandatory. At that time the special provisions of the project and method of measurement and payment for the various bid items will be discussed along with other various aspects of the project. Bidders are encouraged to ask questions. An addendum outlining the items discussed at the Pre-bid Conference will not be issued however, any changes to or clarifications of the project documents that occur as a result of the Pre-bid Conference will be issued as an addendum and become part of the contract.

Pursuant to the General Statutes of North Carolina, Section 143-129, separate sealed bids will be received by the City of Salisbury, North Carolina, in the Municipal Building located at 303 West Franklin Street, Salisbury, North Carolina 28144, through June 13, 2024 at 2:00 p.m. Immediately thereafter, all bids will be publicly opened and read for the furnishing of all labor, material, equipment, supplies and supervision for the construction of the City Hall Window Project.

The City of Salisbury is an equal opportunity municipality and invites small and minority contractors to bid. No BIDDER may withdraw his bid within 60 days of the date of bid opening without forfeiting the bid bond. The CITY reserves the right to waive any informality or to reject any or all bids. The BIDDER to whom contract is awarded must comply fully with the requirements of G.S. Section 143-129, as amended including a bond in the full amount of the contract to secure the faithful performance of the contract and the payment of all services due for labor and materials.

Bids may be held by the City for a period not to exceed thirty (30) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating the qualifications of Bidders

Once the winning bidder is established and accepted by the City, the City will notify the approved Contractor.

Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran status.

Bidders must be properly licensed under North Carolina state law to perform the work.

For more project information, contact Jacob Horne, Facilities Project Manager at (704) 798-4274 or jacob.horne@salisburync.gov

Return sealed bid package to:

City of Salisbury
Attn: Jacob Horne
303 West Franklin Street
Salisbury, NC 28144

The City of Salisbury reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

CITY OF SALISBURY
CONTRACT PROPOSAL

PROJECT NUMBER: 037-2024

COUNTY: Rowan

DESCRIPTION: City Hall Window Restoration

DATE OF ADVERTISEMENT: May 13, 2024

BID OPENING: 2:15 PM June 13, 2024

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$40,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING, AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

The undersigned, as BIDDER, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The BIDDER proposes and agrees if this proposal is accepted to contract with the CITY OF SALISBURY, North Carolina, in the form of the contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

City of Salisbury – Bid #037-2024 – City Hall Window Restoration

In full and in complete accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the City of Salisbury, with a definite understanding that no money will be allowed for extra work.

The BIDDER hereby proposes and agrees to commence work under this contract on a date to be specified in a written order of the CITY MANAGER and shall fully complete all work thereunder within the time proposed by the BIDDER on the bid proposal from and including said date.

RETURN BIDS TO: CITY OF SALISBURY

Attention: Jacob Horne

Title: Facilities Project Manager

Physical Address: 303 West Franklin Street, Salisbury, North Carolina 28144

ALL BIDS MUST BE ACCOMPANIED BY A BID BOND OF 5% OF THE TOTAL CONTRACT COST AND MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

Respectfully submitted this _____ day of _____, .

Name of Firm or Corporation

By: _____
Witness

By: _____

Title: _____

(Seal if Bid is By a Corporation)

Business Address

License No.

BID FORM

Bid # 037-2024

The BIDDER agrees to perform all the contract work described in the specifications and shown on the scope for the following unit prices:

Base Bid shall be unit price based as shown below:

City Hall Window Repair Scope

LOCATION	LEVEL	TYPE	COST PER WINDOW	Qty.	TOTAL
Parking Lot (Southeast)	1st Floor	All wood, Double hung, Single pane		2	
	2nd Floor	All wood, Double hung, Single pane		4	
			Total Per Elevation		
Courtyard (Northeast)	2nd Floor	Galvanized Steel, Single hung, Single pane		5	
			Total Per Elevation		
Courtyard (Southeast)	1st Floor	All wood, Double hung, Single pane		1	
	2nd Floor	All wood, Double hung, Single pane		1	
			Total Per Elevation		
Alley (Southwest)	1st Floor	All wood, Double hung, Single pane, Triple mulled		2	
	2nd Floor	All wood, Double hung, Single pane, Triple mulled		2	
			Total Per Elevation		
Main Street (Northwest)	1st Floor	All wood, Double hung, Single pane		4	
	2nd Floor	All wood, Double hung, Single pane		5	
			Total Per Elevation		
				TOTAL BID FOR #037-2024	\$

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work and specifications and as estimated herein, inclusive of all appurtenances.

The City of Salisbury reserves the right to exclude line items, exclude windows or other restorative items if the overall price exceeds available funding.

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.** The bid form furnished by **THE CITY OF SALISBURY** with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN AN OPAQUE SEALED ENVELOPE, MARKED "PROPOSAL" AND BEARING THE TITLE OF THE BID NUMBER, THE NAME OF THE BIDDER, AND THE BIDDER'S LICENSE NUMBER, AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN PUBLIC WORKS BUILDING LOCATED AT 303 WEST FRANKLIN STREET, SALISBURY, NORTH CAROLINA 28144, BY 2:00 PM ON June 13, 2024.

12. The sealed bid must display the following statement on the front of the sealed envelope:

“PROPOSAL FOR CITY HALL WINDOW RESTORATION TO BE OPENED AT 2:15 P.M. ON June 13, 2024.”

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

CITY OF SALISBURY

**Attn: Jacob Horne,
Facilities Project Manager**

**303 West Franklin Street
Salisbury, NC 28144**

HISTORIC TREATMENT OF WOODEN WINDOWS

Restoration of wood frame windows on the north, south, east, west walls at 217 South Main St. Scope includes repair and replacement of failed wood components, rot remediation, glazing, painting and caulk.

DEFINITIONS

- A. Window System Components Descriptions: Window component terminology shall be identified in AWI’s “Architectural Woodwork Quality Standards”, Section 1000.
- B. Glazing includes glass, glazing points, and glazing compounds. Clean surfaces and remove cracked or deteriorated glazing compound and replace with DAP3 or approved equivalent. Existing intact glazing shall remain. Existing intact original glass shall be reused.
- C. Reference Standards: AWI Quality Standard – Comply with applicable requirements in AWI’s “Architectural Woodwork Quality Standards” for construction, finishes, grades of wood windows, and other requirements.
- D. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- E. Window: Includes interior and exterior surfaces of window frame, sash, hardware, unless otherwise indicated by context.
- F. Wood Window Component Terminology: Wood window components for repair work include the following:
 - Frame Components: Head, jambs, and sill.
 - Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.

Wood window repairs shall be permitted only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

The contractor is responsible to schedule work in a manner necessary to work within optimum temperatures and humidity levels and protect partially completed work from inclement weather.

Products being rebuilt and restored are existing elements of the Owners building. Owner gives no representation as to their condition or that of the substrate. Contractor is to provide reasonable assumptions as to the conditions of the substrates based on their observations and experience with similar projects. Contractor is to include an assumption of rot and deterioration in the wood of the sash and visible members of the frame.

Existing materials shall be reused whenever possible in the repair and rehabilitation of historic wood windows and doors. This includes all wood elements, hardware, and glazing that are determined to be of historic significance. Replacement of window elements with new materials shall be done only when originals are so deteriorated as to prohibit their useful function.

WOOD REPAIR SEQUENCE

Remove paint to bare wood at loose or deteriorated locations.

Rack frames slightly to inject adhesive into mortise and tenon joints; square frames to proper fit before adhesive sets. Repair wood by consolidation, member replacement, partial member replacement, and patching. Sand, prime, fill, sand again, and prime surfaces again for refinishing. Primer PPG PPG Seal Grip 17-921 XI or approved equivalent.

- Apply (2) finish coats – PPG AcraShield Exterior Latex with a low VOC and to be applied to wood with a moisture content less than 12%. (Semigloss) or approved equivalent.
- Install glazing compound.DAP 33 or approved equivalent.
- Install elastomeric caulk sealants and perimeter seals.
- Windows shall be refinished and repaired to allow for weathertight conditions.
- Exterior grade wood glue adhesive acceptable products include Titebond III, or approved equal.
- Removal of lead-free paint shall be done by hand with sharp, flat-bladed scrapers such as Five-in One tool, no pointed or curved blades permitted. Hand sand paper grit 80, 100, 150 is permitted
- Any wood replaced shall be with the same species as original making every effort to match the age, grain direction and growth rate. If owner validates wood replacement material is unavailable then only ground contact pressure treated wood will be approved.

Product data should include application guidelines and compliance requirements. Include any test data substantiating the products compliance with requirements.

Submit examples of

- Existing repair of wood members – repair and prep for finishing
- Refinish an existing wood member
- Finish a new wood member.

Provide wood moisture content measurements on each window and component before painting as requested by the owner with no less than two measurements per window.

PREPARATION

- Protect adjacent materials from damage by performing wood window repairs.
- All existing deteriorated sealant, caulk, and fillers shall be removed.
- Clean all wood windows and doors of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
- Condition replacement wood to prevailing conditions at installation areas before installing.
- Replace any missing fasteners that allow air leaks from the exterior into the interior.

WOOD WINDOW REPAIRS

Protect adjacent materials from damage. Windows shall be repaired to be weathertight.

Clean wood of mildew, algae, moss, plant material, loose paint, grease, dirt and other debris. Follow appropriate guidelines. If lead-free scrub with bristle brush / sponge and detergent. Scrub mildew with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry. Follow all applicable storm water management practices.

- i Paint Removal – shall follow all EPA guidelines and shall include if applicable and within compliance with regulatory agencies the following Remove all loose, cracked, and deteriorated paint from each sash and frame using nondestructive means such as scraping and sanding, no power equipment is permitted for paint removal.
- ii Only paint that loosens easily with moderate hand pressure will be removed. Excessive force will result in damage to the wood and is forbidden.
- iii Following scraping, surfaces should be made even and smooth and prepared to receive the paint per the manufacturers written instructions with sandpaper. Only hand sanding is permitted.
- iv Wood shall be allowed to dry to a moisture content of 8 to 12 percent before repainting. If heat methods are used for paint removal, glazing shall be protected from sudden change to avoid breakage.

WOOD REPAIR

Badly decayed areas with more than 20 percent wood decay shall be removed.

Moderately decayed areas with less than 20 percent wood decay, weathered or gouged wood shall be patched with approved patching compound, and shall be sanded smooth. Intact sash rails and stiles that are loose shall be repaired with new dowels to make joints tight.

Extensively decayed wood shall be replaced with new pieces that match originals in all respects. Joinery shall match that of existing. Muntin’s shall have coped mortise and tenon joints. Molded members shall have mitered or coped joints.

Existing hardware shall be reused and remain in place and should be made operable

Epoxy Wood Repair/Consolidation

- Epoxy wood repair materials shall be applied in accordance with manufacturer’s written instructions. Health and safety instructions shall be followed in accordance with the manufacturer’s instructions. The source or cause of wood decay shall be identified and corrected prior to application of patching materials. Wet wood shall be completely dried to a moisture content of 8 to 12 percent to its full depth before patching. Wood that is to be patched shall be clean of dust, grease, sealants, and loose paint.

Clean mixing equipment shall be used to avoid contamination. Mix and proportions shall be as directed by the manufacturer. Batches shall be only large enough to complete the specific job intended. Patching materials shall be completely cured before painting or reinstallation of patched pieces.

- Epoxy liquid wood shall be used to penetrate and impregnate deteriorated wood sections to reinforce wood fibers that have become softened or absorbent. Shall consist of a two-part, low viscosity liquid epoxy designed for wood restoration such as Abatron LiquidWood, or equivalent.
- Epoxy paste shall be used to fill areas where portions of wood are missing such as holes, cracks, gaps, gouges, and other voids. Areas to receive epoxy paste patching material shall be primed with compatible epoxy liquid wood or a primer recommended by the manufacturer. Paste shall consist of a two-part, thixotropic paste epoxy designed for wood restoration such as Abatron WoodEpoxy or equivalent.

PAINTING PREPARATION

- A. Loose, flaking, deteriorated and/or excess areas of paint shall be removed to bare wood or first sound paint layer. Existing finish shall be de-glossed. Open joints and cracks shall be filled with epoxy repair materials. Perimeter of sashes shall be sealed.
- B. Metal surfaces must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign materials to ensure adequate adhesion. Rust spots on all metal components shall receive primer.
- C. After repairs are completed, the window shall be made so that all parts are tight, true, and functioning properly. Wood surfaces shall be free of blemishes Adjustments shall be made to assure smooth operation and weather-tight performance when locked.
- D. Manufacturers Field Service: Engage wood-repair-material manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Designer.

PAINTING

Following repairs, all exterior elements should be properly prepared and properly painted.

Refer to manufacturers written instructions for allowable moisture content.

- 1. Primer shall match existing color tint applying one coat per manufacturer’s specifications.
- 2. Finish Coats:
 - a. Tint to submit for approval with on-site paint mock-up.
 - b. application only - no spraying devices or rollers are permitted.
 - c. Create long, straight, parallel brush strokes following the long direction of each element.
 - d. Apply two (2) coats
- 3. Application, including environmental conditions and recommended cure times must follow manufacturer’s specifications.
- 4. At areas of glazing compound repair, bevel the compound to complete the seal. Paint as soon as the skin as formed on the putty, approximately 2 to 3 days. Exterior paint should cover beveled glazing compound and lap onto the glass slightly to complete a weather-tight seal.

CLEANING AND PROTECTION

Protect window surfaces from contact with contaminating substances resulting from construction operations. Monitor window surfaces adjacent to and below exterior concrete and masonry during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances contact window surfaces, remove contaminants immediately. Clean exposed surfaces immediately after repairing wood windows and doors. Avoid damage to coatings and finishes. Remove excess sealants, glazing and patching materials, dirt, and other substances.

WORKING AREA

Contractor will stay within designated work areas and take reasonable precaution to ensure safety of city employees, workers, and members of the public in or around work areas. Staging areas will be outlined after acceptance with the onsite Facilities Project Manager. Contractor will use the clean as you go method of worksite management. All tools, material, and waste should be put in its proper place at the end of the work day and secured.

HISTORIC TREATMENT OF STEEL WINDOWS

Recommended Techniques	Tools/Products/Procedures	Notes
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Removing Dirt and Grease from Metal

General maintenance and chemical cleaning. Vacuum and bristle brushes to remove dust and dirt. Solvents and clean cloth to remove grease. Solvents can cause eye and skin irritation. Operator should wear protective gear and work in ventilated areas. Solvents should not contact masonry. Do not flush with water.

Removing Rust/Corrosion

Light: Manual and mechanical abrasion Wire brushes, steel wool, rotary attachments to electric drill, sanding blocks and disks. Hand sanding will probably be necessary for corners. Safety goggles and masks should be worn. Chemical cleaning Anti-corrosive jellies and liquids, clean damp cloth. Protect glass and metal with plastic sheets attached with tape. Do not flush with water. Work in ventilated area. Medium: Media blasting/abrasive cleaning Low Pressure (80-100 psi) and small grit (#10-#45) glass peening beads. Pencil blaster gives good control removes both paint and rust. Codes should be checked for environmental compliance. Prime exposed metal promptly. Shield glass and masonry. Operator should wear safety gear.

Removing Flaking Paint

Chemical method: Use chemical paint strippers suitable for ferrous metals. Clean cloth. Protect glass and masonry. Do not flush with water. Have good ventilation and protection for operator. Mechanical abrasion: Pneumatic needle gun chisels, sanding disks. Protect operator, have good ventilation. Well bonded paint need not be removed if window closes properly.

Patching Depressions

Epoxy and steel filler: Use epoxy fillers with high content of steel fibers; plumbers' epoxy or autobody patching compound. Epoxy patches generally are easy to apply, and can be sanded smooth. Patches should be primed. Welded patches: Weld in patches using steel rods and oxy-acetylene torch or arc welder. Prime welded sections after grinding connections smooth.

Priming Metal Sections

Brush or spray application: At least one coat of anti-corrosive primer on bare metal. Zinc-rich primers are generally recommended. Metal should be primed as soon as it is exposed. If cleaned metal will be repaired another day, spot prime to protect exposed metal.

Replacing Missing Screws and Bolts

Use pliers to pull out or shear off rusted heads. Replace screws and bolts with similar ones, readily available. If new holes have to be tapped into the metal sections, the rusted holes should be cleaned, filled and primed prior to re-drilling.

Cleaning Lubricating or Replacing Hinges and Other Hardware

Most hinges and closure hardware are bronze. Use solvents, bronze wool and clean cloths. Spray with non-greasy lubricant containing anti-corrosive agent. Replacement hinges and fasteners may not match the original exactly. If new holes are necessary, old ones should be filled.

Replacing Glass and Glazing Compound

Standard method for application: Pliers and chisels to remove old glass, scrape putty out of glazing rabbet, save all clips and beads for reuse. Use only glazing compound formulated for metal windows. Heavy gloves and other protective gear needed for the operator. All parts saved should be cleaned prior to reinstallation.

Caulking Masonry Surrounds

Standard method for application: Good quality (10 year or better) elastomeric caulking compound suitable for metal. The gap between the metal frame and the masonry opening should be caulked; keep weep holes in metal for condensation run-off clear of caulk.

Repainting Metal Windows

Spray or brush: At least 2 coats of paint compatible with anti-corrosive primer. Paint should lap the glass about 1/8" to form a seal over the glazing compound. The final coats of paint and the primer should be from the same manufacturer to ensure compatibility. If spraying is used, the glass and masonry should be protected.

SERVICES CONTRACT

This contract for services (the “Contract”), made and entered into this _____ day of _____ 20____ by and between the **City of Salisbury**, a North Carolina municipal corporation (“**City**”), and [**CORPORATE NAME PROVIDER**] (“**Provider**”) (collectively, the “Parties”).

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services [**INSERT DESCRIPTION OF SERVICES**] (the “Services”). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider in the amount or at the rate of [**INSERT PAYMENT AMOUNT AND UNIT OF PAYMENT**] once all services have been rendered in accordance with the terms of this Contract. With the City’s written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.
- c. [**INSERT OTHER OBLIGATIONS**].

3. Term. The Services will be provided from [**INSERT MONTH, DATE, AND YEAR**] through [**INSERT MONTH, DATE, AND YEAR**] unless sooner terminated as herein provided.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the City to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this

section, the City will provide a prorated payment for all services performed as of the date of termination.

5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to [INSERT NAME AND ADDRESS], for review and approval.
6. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract.
10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
12. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or

employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Nondiscrimination. By signing this Contract, Provider, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Provider further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Provider further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Provider with reference to the subject matter of this Contract.
16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
17. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
18. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
19. Governing law. North Carolina law will govern the interpretation and construction of the Contract.

- 20. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
- 21. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
 - a. Exhibit A: [INSERT NAME OF EXHIBIT]
 - b. Exhibit B: [INSERT NAME OF ADDITIONAL EXHIBIT]
- 22. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 23. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
- 24. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF SALISBURY

PROVIDER

BY: _____
TITLE: _____
DATE: _____

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