

# NOTICE

## REQUEST FOR PROPOSALS FOR Stream Debris Removal (Clearing and Snagging) On Whiteoak Branch in DUPLIN COUNTY, NORTH CAROLINA

The Duplin County Board of Commissioners is seeking proposals for stream debris removal on Whiteoak Branch in Duplin County, North Carolina.

Stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel.

Duplin County will require that the debris removed be placed a minimum of 20 feet from the edge of the stream and on the same side that it originated. Trees that are leaning over the channel at an angle greater than 30 degree of vertical, dead or severely undercut, have damaged root systems and are relying upon adjacent vegetation for support and appear they may fall into the channel within one year and create blockage to flows, must be removed.

Work sites will be coordinated/prioritized with Duplin County NRCS/Soil and Water Conservations personnel (Inspectors) prior to beginning work. The contractor awarded this project will ensure that all required permits are secured for each site before any work proceeds for that site. **Work shall be completed by October 31, 2022, or liquidated damages will be assessed at a rate of \$200 per day.**

A group **site showing is scheduled for Thursday, May 2nd.** Prospective bidders are required to meet at the Duplin Soil and Water Conservation District/NRCS Office, Room 208 at 165 Agriculture Drive in Kenansville, NC at 9:00 AM to attend a group showing of work sites. This will be the only showing of the work sites.

**All proposals must be received in the Duplin County NRCS/Soil and Water Conservation District Office by, Thursday, May 16, 2024, at 2:00 PM, and shall be opened at that time.** Proposal envelope should be marked "STREAM DEBRIS REMOVAL WHITEOAK BRANCH". Additionally, the proposal should include: 1) a certificate of general liability insurance in the amount of *one-million dollars (\$1,000,000) with Duplin County as additional insured.* NOTE: If explosives are to be used at any time during this contract period, the requirement for general liability insurance is increased to the amount of two-million dollars (\$2,000,000); 2) worker's compensation insurance valid for the Contractors and its employees within

the state of North Carolina

(*no sub-contractors, employees only*) that will be performing work **4)** minimum of 3 references for past stream debris removal projects; **5)** a detailed list of the equipment that the employees will be using on the job; **6)** a letter of intent from your performance bond company; **7)** W-9 Form; **8)** Certificate of Past Due Taxes; **9)** Non-Collusion Affidavit; **10)** Certification Regarding Debarment and Suspension; **11)** E-Verify from. The proposals may be delivered to 165 Agriculture Drive, Suite B, Kenansville, NC, 28349 Monday through Friday, 8:00 AM to 5:00 PM, or mailed to 165 Agriculture Drive, Suite B, Kenansville, NC 28349.

**The successful bidder will be required to execute a contract.** *The bidder will be required to furnish to the County a performance bond in the penal sum of not less than one hundred (100%) of the original contract amount. Performance Bond may be used for this purpose and will be supplied by the successful bidder at the time of the award of the contract. Also, a copy of the insurance coverage policy is required at the time of the award of the contract.*

The County specifically reserves the right to reject any or all proposals. Any proposal that is deemed deficient in any regard can be rejected regardless of how it compares with any other bid amount proposed by any other bidder.

This request for proposals consists of listed work items on page one of this RFP and can also be obtained by email or phone. Listed work items may be requested by sending an email to [Cole.smith2@USDA.Gov](mailto:Cole.smith2@USDA.Gov) or calling 910-296-2120, ext. 3121. The proposals received from different bidders will be compared on the basis of the sum of the bids for all of the listed items. The County of Duplin reserves the right to award a contract to complete some but not all of the listed items. If the contract awarded is to complete less than the listed work items, the contract price will be based on the listed work item prices submitted by the bidder as a result of this request.

Further, if the initial contract is to complete less than the listed work items described in this request for proposals, additional funds may be allocated in the future to complete some or all of the other work items described in this request for proposals. Any additional funding, if it becomes available, will be added to the initial contract by contract modification. In the event of additional funds becoming available and the original contract being modified, the contractor will complete the additional work item(s) for the price bid in his/her original proposal.

All work, whether initially funded or added to the contract because of additional funding, **must be completed by October 31, 2024**

If interested in submitting a proposal for this work, a complete packet of information may be obtained at the Duplin Soil and Water Conservation District/NRCS Office at 165 Agriculture Drive, Suite B in Kenansville or by calling 910-296-2120 ext. 3, Monday thru Friday, 8:00 AM – 5:00 PM or emailing [Cole.smith2@USDA.Gov](mailto:Cole.smith2@USDA.Gov)

## CLEARING AND SNAGGING PROJECT

### I. Scope

The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "clearing and snagging").

### II. Marking

The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.

### III. Clearing

Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.

### IV. Disposal

All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification,

### V. Measurement and Payment

Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.

### VI. Items of Work and Construction Detail

Items of work to be performed in conformance with this specification and the construction details therefore are.

The personnel from the Duplin SWCD (here forward referred to as Inspector") shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCS Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the

expense of the Contractor, Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The **CONTRACTOR** shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement —S-326-1.

The **CONTRACTOR** awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The **CONTRACTOR** awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

Debris shall be disposed of on uplands where practicable.

Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or, other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the [North Carolina Oil Pollution and Hazardous Substances Control Act](#).

[State Buffer Rules](#) must be complied with when conducting storm debris removal.

#### **INVOICING AND PAYMENTS**

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the **CONTRACTOR**. The Division must satisfactorily determine that all work has been completed in accordance with all debris Removal Guidelines.

# WHITEOAK BRANCH Project Bid Sheet

Bid Area  
Section 1

\$ \_\_\_\_\_

**TOTAL BID**    \$ \_\_\_\_\_

Contractors Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Customer(s):  
District: DUPLIN SOIL & WATER CONSERVATION DISTRICT

Field Office: KENANSVILLE SERVICE CENTER  
Agency: Duplin Soil & Water  
Assisted By:

Total Wettable Acres: N/A

Land Units:



**Legend**

- ROADS
- <all other values>

**FENAME**

- Whiteoak Branch



# Whiteoak Branch

Date: 4/8/2024

Customer(s):

Field Office: KENANSVILLE SERVICE CENTER

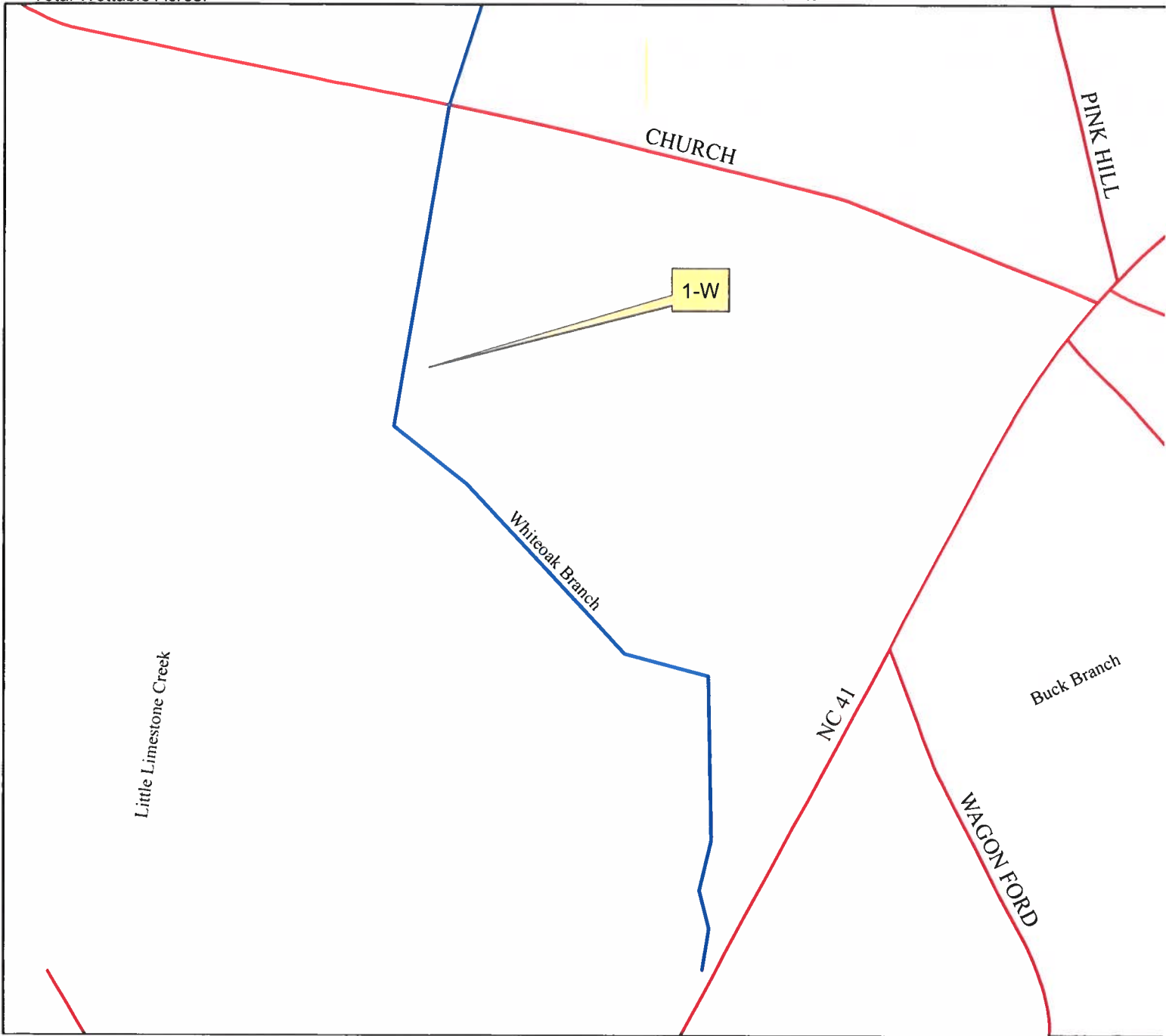
District: DUPLIN SOIL & WATER CONSERVATION DISTRICT

Agency: Duplin Soil & Water

Assisted By:

Total Wettable Acres:

Land Units:



### Legend

— ROADS

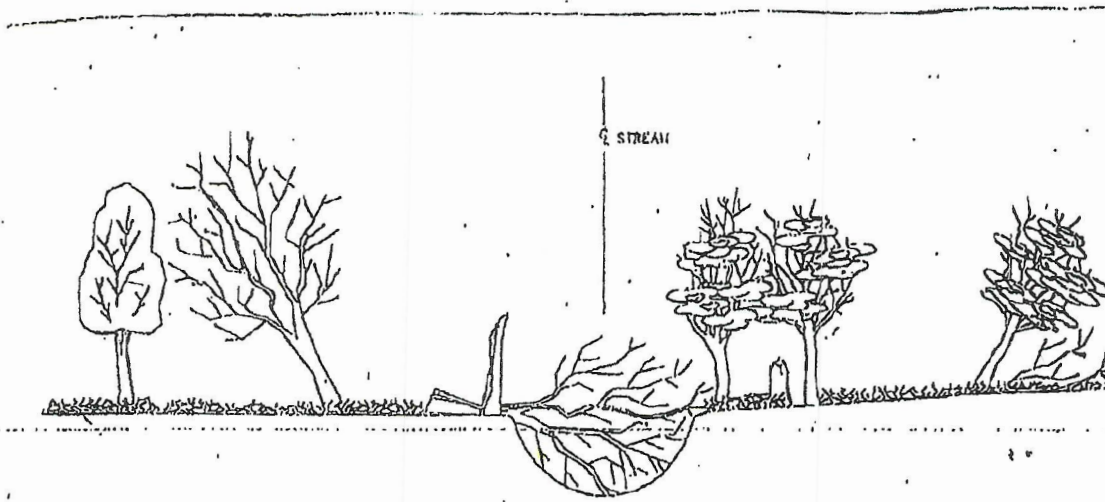
**FENAME**

— Whiteoak Branch

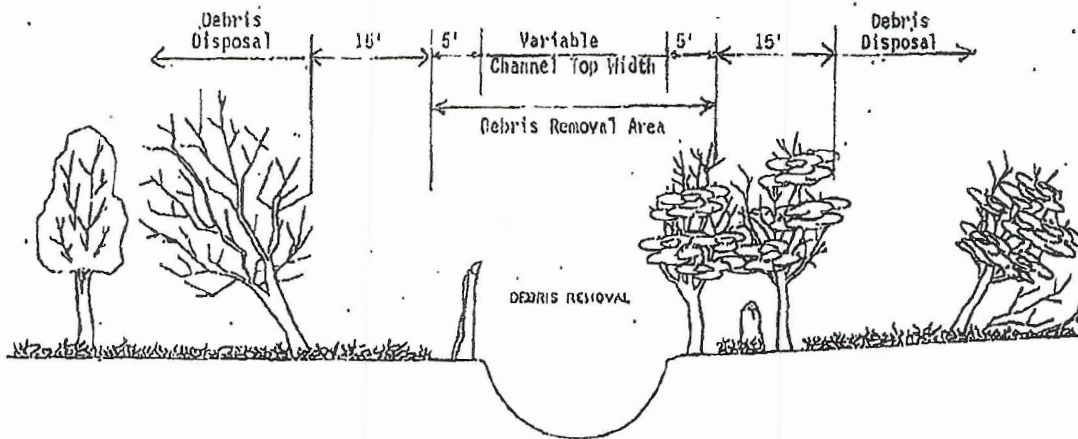




Speci Arcatum  
(Main Stream Channel)



BEFORE CONSTRUCTION



AFTER CONSTRUCTION

TYPICAL CROSS SECTION

Site Number: All Sites

- NOTE: 1. Not to Scale.  
 2. Left and right, as facing downstream.  
 3. In "Improved" and other specified areas, the debris shall be hauled off-site to the designated disposal area.

### CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in affect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.
  - Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.
- (1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters, Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.
- (2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

## REFERENCES

Provide, at a minimum, three (3) references in which your company has provided the specific systems preferably with government entities within North Carolina.

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_



CERTIFICATE OF PAST DUE TAXES  
OVERDUE TAXES

Instructions: Grantee should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to Duplin County.

\_\_\_\_\_  
Entity's Letterhead

\_\_\_\_\_  
Date of Certification

To: Duplin County

Certification: We certify that \_\_\_\_\_ does not have any overdue tax debts, as defined by N.C. Gen. §105-243.1, at the federal, State or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. §143-6.2(b2) is guilty of a criminal offense punishable as provided N.C. Gen. Stat. §143-34(b).

Sworn Statement: \_\_\_\_\_ being duly sworn, says that he/she is the \_\_\_\_\_, respectively, of

and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Director

State of North Carolina  
County of Duplin

Sworn to and subscribed to me on this the day and date stated on said certification.

\_\_\_\_\_  
Notary Signature (SEAL) My commission expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Address:

City/State/Zip: \_\_\_\_\_

Signature:

(Seal if Corporation)

Title:

Date:

**NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of North Carolina

County of Duplin

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Duplin or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Seal  
if  
Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This form must be notarized**

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2022

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## Identification of HUB Certified/ Minority Business Participation

(Name of Bidder)

do hereby certify that on this project, we plan to use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified Y/N

\*Minority categories: Black, African American **(B)**, Hispanic **(H)**, Asian American **(A)** American Indian (I), Female **(F)** Socially and Economically Disadvantaged **(D)**

**\*\* HUB Certification with the state HUB Office required to be counted toward participation goals.**

**The total value of minority business contracting will be (\$)** \_\_\_\_\_

# AFFIDAVIT - Listing of Good Faith Efforts

COUNTY OF DUPLIN

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.**

- 1 — (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 — (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 — (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 — (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 — (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 — (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 — (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 — (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

# AFFIDAVIT -- Intent to Perform Contract with Own Workforce.

COUNTY OF DUPLIN

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# AFFIDAVIT - Portion of the Work to be Performed by HUB Certified/Minority Businesses

COUNTY OF DUPLIN

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the (Name of Bidder)  
 \_\_\_\_\_ (Project Name)  
 Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

\*\* HUB Certification with the state HUB Office required to be counted toward participation goals.

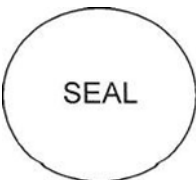
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this day of \_ 20

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# AFFIDAVIT - Good Faith Efforts

## COUNTY OF DUPLIN

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the (Name of Bidder)

(Project Name)

Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of % of the total dollar amount of the contract with **HUB** certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

\*\* HUB Certification with the state HUB Office required to be counted toward participation goals.

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>		
<b>See Specific Instructions on page 3.</b>	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>	
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>or</b>												
<b>Employer identification number</b>												
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**DUPLIN COUNTY**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and, Contractor, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** The County has been appropriated funds for a Stream Debris Removal Project on Whiteoak Branch in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. The County will require the debris removed to be placed a minimum of 20 feet from the edge of the stream and on the same side that it originated.

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County’s REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN WHITEOAK BRANCH PROJECT, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in **Whiteoak Branch** (see **ATTACHMENT A** which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in **ATTACHMENT B Clearing and Snagging Project** and **ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.**

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

2.1 This Contract shall commence on the date first written above (hereinafter “Commencement Date”). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than October 31, 2024. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the



time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond October 31, 2024, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the October 31, 2024 contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars **\$CONTRACT AMOUNT**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

4. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in **ATTACHMENT B** *Clearing and Snagging Project* and **ATTACHMENT C** *USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications*, which are incorporated herein and made a part of this Contract. Contractor shall further satisfy each of the following conditions:

- 4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and
- 4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

4.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

4.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

5. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies.

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

7.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

- 7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and  
\$100,000 --- Property Damage Liability, or

\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily  
Injury and Property Damage

\$500,000 --- Workers' Compensation

- 7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- 7.4 **BUILDER'S ALL RISK COVERAGE.** Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

- 7.5 **PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

8. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
9. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.
10. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
11. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.
13. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;

- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

14. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
15. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
16. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
17. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
18. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.
20. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DUPLIN  
ATTN: County Manager  
PO Box 950  
Kenansville, NC 28349**

**CONTRACTOR COMPANY  
ATTN: CONTRACTOR NAME  
ADDRESS  
CITY STATE ZIP**

21. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
22. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
23. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
24. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
26. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
27. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
28. **AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

**Reviewed by Department Head**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DUPLIN County**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DUPLIN County**

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

\_\_\_\_\_  
Duplin County Finance Officer

ATTACHMENTS to follow

