ONWASA
onwasa.com
228 Georgetown Rd
Jacksonville, NC 28540

REQUEST FOR PROPOSAL
TITLE:

# HVAC Maintenance and Repair Agreement
RFP # 2020-21HVAC

Informal

Date of Issue: June 19, 2020
Proposals Due: June 30, 2020

For more information contact:
Cynthia Hewitt
ONWASA Purchasing Agent
228 Georgetown Road
Jacksonville, North Carolina 28540
Phone (910) 937-7538

Onslow Water & Sewer Authority
HVAC Maintenance and Repair Agreement RFP # 2020-21HVAC

INSTRUCTIONS FOR PROPOSERS

Proposals will be received by the Onslow Water & Sewer Authority (hereinafter referred to as ONWASA), to provide preventative maintenance, inspections and 24 hour emergency repair service on our HVAC systems as specified in this Request for Proposals (hereinafter referred to as RFP) until 3:00pm on June 30, 2020 at the Onslow Water & Sewer Authority Operations Center, 228 Georgetown Road, Jacksonville, North Carolina. This is an informal Request for Proposals and proposals are not public until the contract is awarded.

Proposals must be submitted showing price per unit for preventative maintenance as requested on Quotation Sheet (Exhibit # 2). The price per unit will be determined by averaging prices for all units then dividing by the number of units listed. This averaged price will be the price for a periodic maintenance (PM) visit. The Quotation Sheet must be completed in its' entirety. Proposers may attach additional information that they feel would cause their facility to stand out among the responses.

The evaluation process will include the responses in the Questionnaire (Exhibit 3) which should be completed in its entirety and submitted in the proposal response.

All proposals shall be valid for a period of 90 days pending award of contract or ONWASA Board of Directors' approval.

Quoted price should not include any sales or use tax but should only reflect the actual price of the service.

ONWASA reserves the right to reject any or all proposals, to waive informalities, and to accept any proposal which, in the opinion of ONWASA, appears to be in its best interest, or to award this contract in part or in total.

Proposals will be evaluated by determining the lowest responsive, responsible Proposer considering:

- Proposers' ability and capacity to provide standard HVAC equipment and repairs.
- Proposers' price for services.
- Promptness of service and response time.
- Character, integrity, reputation, judgment, experience and efficiency of Proposer.
- Distance between ONWASA's operations center and the Proposer's service facility.

All proposals shall be notarized. Proposers responding to this RFP are hereby notified that North Carolina General Statutes relating to licensing of contractors will be observed in receiving proposals and awarding contracts.

This RFP and all Proposer responses are considered public information after awarded, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to North Carolina State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

## INFORMATION FOR PROPOSERS

### 1. SCOPE OF SERVICES

ONWASA requires comprehensive preventative maintenance (PM), inspections and emergency repair service for our various HVAC systems at the rate and intervals contained herein:

General Description: The work covered as set forth in this document includes the furnishing of all labor, tools, equipment and performing all operations in connection with two visits per year to service each air conditioning unit. Unit makes and models are noted on the HVAC Data Sheet (Exhibit #4)

There may be times when a specialized repair, replacement or service is necessary and will have to be outsourced; in that event ONWASA would require the assistance and recommendations of the selected service and repair center. *ONWASA reserves the right to outsource any repair and/or maintenance as determined to be in the best interest of ONWASA by the Chief Financial Officer.*

Proposals must be recorded on the Quotation Sheet (Exhibit 2). The unit number, system components, make, model, serial number and size are noted on the HVAC Data Sheet (Exhibit #4) for use to estimate your fixed service rates as well as hourly labor rates for repairs. Please specify any other options and services you offer on the Questionnaire (Exhibit3). Certification levels of your mechanics and specialty diagnostic equipment should be noted in the Questionnaire (Exhibit 3).

Work will be scheduled with ONWASA's Plant Supervisor or Buildings and Grounds Crew Leader as is appropriate according to the location of unit to be serviced or repaired.

Proposers shall warranty repairs for no less than (90) days for workmanship, and the full manufacturer warranty period on materials.

Proposers shall immediately, without additional compensation, make any corrections regarding inferior or incomplete work or materials furnished under any contract issued as a result of this RFP if it is determined by ONWASA that the selected Proposer is responsible for the errors or deficiencies.

Any additional repairs identified during the performance of preventative maintenance (PM) shall be described and submitted to the appropriate ONWASA designee in writing by e-mail or fax, along with an estimated cost of repair.

### 2. QUANTITIES, MAKE AND MODELS

In this RFP is a list of current HVAC units with unit number, system components, make, model, serial number and size (Exhibit 4) for use in estimating the price for regular preventative maintenance (PM) service. This list is subject to change as new units are installed or older units are replaced during the term of the contract. Any new HVAC units will be included in our PM schedule and become part of this contract.

### 3. TERMS AND RENEWALS

Any contract resulting from this RFP will be for an initial term of twelve (12) months. Proposer is bound to the quoted prices for the full twelve (12) month term.

Upon each anniversary date of the resulting contract, ONWASA and the selected contractor, upon mutual agreement, shall have the option to renew the contract for an additional 12-month term. This contract may be renewed up to four times. With each renewal, the selected contractor may request to increase its price up to 5% if the selected contractor can show to ONWASA's satisfaction that the increased costs are due to economic reasons such as labor, fuel cost, etc. The selected contractor must mail notice of rate change to the ONWASA Purchasing Agent, 228 Georgetown Road, Jacksonville, NC 28540, at least 60 days prior to contract renewal.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by ONWASA's Board of Directors. The selected contractor understands that ONWASA shall have the right to terminate the contract at the end of any fiscal year if the governing body does not appropriate sufficient funds to cover the estimated yearly contract costs, as determined by ONWASA's budget for the fiscal year in question.

**4. SUBMITTAL OF PROPOSALS**

Proposals must be written legibly on the Quotation Sheet (Exhibit 2) and addressed to:

Onslow Water and Sewer Authority
RFP #2020-21HVAC
Cynthia Hewitt, Purchasing Agent
228 Georgetown Road
Jacksonville NC 28540

Proposals may be received prior to the due date and time. It is the Proposer's responsibility to ensure that their proposal is received by ONWASA prior to the hour and date specified in this RFP. Any proposals received after that hour and date will be returned unopened.

ONWASA objects to and will not evaluate or consider any additional terms and conditions submitted with or attached to a Proposer's response.

**5. PRICE FOR SERVICES**

Proposals must be placed using the Quotation Sheet (Exhibit 2) provided in the RFP and will remain firm for the initial 12-month term.

**6. ADDENDA**

Any addendum issued prior to the submittal due date and time, shall be covered in the proposal and shall be made a part of the contract. It is the responsibility of the Proposer to be aware of information issued in the form of addendum. Receipt of any and all addenda issued shall be acknowledged by the Proposer.

**7. INTERPRETATION OF DOCUMENTS**

If any Proposer contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP or finds discrepancies or omissions in the RFP, he may submit a request for an interpretation or correction to ONWASA's Purchasing Agent, Cynthia Hewitt. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of such addendum will be posted on ONWASA's website. ONWASA will not be responsible for any other explanations or interpretations of the documents. Receipt of addenda should be noted on the Quotation Sheet (Exhibit 2).

**8. WITHDRAWAL OF PROPOSAL**

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the scheduled due date and time. Proposals shall remain valid for a period of 90 days after submittal.

**9. AWARD OR REJECTION OF PROPOSALS**

If a contract is awarded, ONWASA will award to the lowest, responsive, responsible Proposer whose proposal, in ONWASA's opinion, best complies with the criteria outlined in this RFP taking into consideration price, methodology, quality, performance and the time specified in the proposals for the performance of the contract.

ONWASA reserves the right to accept or reject any or all proposals if it is deemed best for the public good, and to waive any informality in the proposals received.

**10. ISSUANCE OF CONTRACT**

A contract will be issued to the selected Proposer. ONWASA's terms and conditions for this type of work are provided in ONWASA's Standard Service Contract Language (Exhibit 5).

**11. MINORITY BUSINESS PARTICIPATION AND NON-DISCRIMINATION**

The successful Proposer, and any subcontractor under him, shall be required to ensure that minority and women owned business enterprises will be provided equal opportunity to submit proposals for subcontracts to the maximum extent feasible. Further, there shall be no discrimination in employment practices on basis of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status, or sex.

**12. INSURANCE**

Proposers must include with their proposals, a Certificate of Insurance showing coverage limits as outlined in ONWASA's Standard Service Contract Language (Exhibit 5).

**13. CONTRACT ADMINISTRATION**

The selected Proposer will coordinate yearly request for renewal with ONWASA's Purchasing Agent, Cynthia Hewitt. Repair and maintenance work will be scheduled with ONWASA's Plant Supervisor or Buildings and Grounds Crew Leader as is appropriate according to the location of unit to be serviced or repaired.

**14. E-VERIFY/ IRAN DIVESTMENT**

The Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes by completing the E-Verify Affidavit (Exhibit 6). By acceptance of any resulting contract, the contractor affirms they are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

**15. 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.

**Exhibit 1**
Onslow Water & Sewer Authority
HVAC Maintenance and Repair Agreement
**Scope of Service**

This agreement is designed to provide ONWASA with an ongoing thorough HVAC maintenance program and to establish pricing for emergency repairs. It will be directed and scheduled by ONWASA in collaboration with the selected service provider based on manufacturers' recommendations and ONWASA's experience, with the goal of keeping a regular schedule for preventative maintenance. ONWASA shall be informed of the programs progress and results on a continuing basis via a detailed service report, presented after each service call for ONWASA's review, approval and record.

This agreement describes the rights and obligations of the selected contractor and ONWASA and constitutes the entire agreement between the parties and shall not be altered except in writing. This agreement sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ONWASA which is not expressed herein.

This proposal and the prices quoted in this proposal are good for 90 days from proposal date and will become a binding agreement after issuance of ONWASA purchase order for this service.

SYSTEMS OPERATIONAL ANALYSIS

Your price per unit will reflect travel and jobsite labor, vehicle mileage and living expenses and materials necessary to test existing operation and performance characteristics of the systems. Inspections in the form of non-destructive testing vibration and noise monitoring chemical analysis as well as routine visual inspections will be performed to ensure that the system(s) are in proper operating condition and identify potential system failures.

The selected contractor will be responsible to administer, monitor and update all aspects of the services provided under this agreement. Documentation will be necessary for purchase of parts used in the repair to any unit which is not covered in the PM visit. The selected contractor will act on ONWASA's behalf to provide any documentation the EPA may require regarding the compliance to the Clean Air Act or any other aspect of this type of service which is regulated by any governmental entity.

SYSTEMS PREDICTIVE AND PREVENTITIVE MAINTENANCE

These services are essential to ensure efficient operating conditions and extended equipment life. Predictive maintenance working in tandem with preventative maintenance (PM) is performed to detect early signs of deteriorating performance and to predict potential system failures. These services diagnose and solve equipment problems before they occur. PM is performed on an ongoing basis and is scheduled with little or no equipment downtime. The focus is on system durability, reliability, efficiency, and safety.

At the end of this document is a check sheet that will be completed on each unit serviced for each PM visit.

The following list of services contains points that will be covered on each unit/system during a preventative maintenance check.

LIST OF SERVICES

VISUALLY INSPECT:

fan assemblies
belts & sheaves
motor mounts & vibration pads
electrical connections & contactors
heating & cooling coils
filter media & racks
sight glass condition
bearings
spray nozzles & pans
heat exchangers
compressor sections
condensing sections
heating sections
humidifiers & strainers
seals & packing
condensate drains & pans

PHYSICALLY CHECK OR TEST:

lubrication requirements
oil sump, heaters & temperatures
starter operation
alignment on couplings
motor operating conditions
suction & discharge pressures
flow switch operation
control interlocks
damper operation
external interlocks
motor voltage & amperages
refrigerant charges
system leaks
oil & fluid levels
pressures & temperatures
outside air intakes
refrigerant pump down

CALIBRATION:
temperature controls
operating controls
humidity & pressure controls
transmitter & receiver gauges
economizer controls

ADJUSTMENT:
refrigerant charge
purge system
superheat
damper & valve linkages
unloaders
belt tension
fan RPMs

ALIGNMENT:
open drive couplings
belt sheaves
pulleys
coil fins
belt drives

PAINTING AND SURFACE PREPARATION:
as required, to help prevent corrosion and deterioration of exterior equipment surfaces.

SECURE AND TIGHTEN:
motor terminals
control terminals
piping clamps
line fittings
mounting hardware
electrical connections
equipment panels
motor mounts
vibration pad nuts and bolts
damper sections

CLEANING:
control devices
electrical contactors
condenser & evaporator coils
fan blades & impellers
heat exchangers
nozzles & passages
equipment areas

EXCESSIVE VIBRATION:
damper linkages
fan bearings
motors

**Exhibit 2**

Onslow Water and Sewer Authority
HVAC Maintenance and Repair Agreement RFP # 2020-21HVAC
Quotation Sheet

Addenda received _____
_____

_____(Proposer) proposes to perform services described in this HVAC Maintenance and Repair Agreement RFP at the rates below.

PERIODIC MAINTENANCE on average price for all units which will include all labor, trip charge, travel, mileage and any other incidental cost (not to include materials, which will be billed separately) per unit $_____

MARK UP on all materials such as oil and filters for all PM service and repairs will be _____% over cost for item. (contractor's invoices must accompany these charges.)

ADDITIONAL LABOR COSTS beyond the labor included in the periodic maintenance, will be billed as follows:

LABOR RATE, per hour, for non-PM repairs will be $_____per hour starting when serviceman leaves their shop. No additional mileage charges will be allowed.

EMERGENCY SERVICE CALLS are calls that occur outside of regular business days/hours, on holidays or weekends or weekdays after 5:00 p.m., if outside of Proposer's regular business hours. Emergency service calls will be billed at the following rates:

LABOR for emergency repairs will be $ _____per hour, regardless of duration of time needed to complete repairs.

INITIAL CHARGE will be $_____ per call regardless of time or day.

EMERGENCY MILEAGE CHARGE will be $_____per mile (one way) from the dispatch area of the serviceman.

ESTIMATED EMERGENCY RESPONSE to any location within Onslow County is____ hours and _____ estimated miles.

By signing this Quotation Sheet, the undersigned agrees that:

A. The undersigned has carefully examined the terms and conditions (Exhibit #3) and this Quotation Form and fully understands and accepts them.

B. The undersigned carefully examined the site or sites of the HVAC units and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment or apparatus specified in connection therewith.

C. The undersigned will provide all necessary tools, machinery, apparatus, and all means necessary to do all the work and will furnish all materials, equipment, apparatus, and all else necessary to complete such work in a professional manner and in accordance with provided specifications.

D. The proposal does not include applicable North Carolina sales and use tax.

E. The undersigned understands that it is the intention of ONWASA, subject to the conditions set forth, to award contract(s) for the service on the basis of proposals received at this letting and in such manner as they may decide on being in the best interest of ONWASA.

F. We hereby certify that this proposal is made in good faith and without collusion or connection with any other person making a proposal for this service and that no official or employee of the Onslow Water & Sewer Authority will be admitted to any share of part of the contract or any benefit therefrom if the contract is awarded to this company.

IN WITNESS WHEREOF, on this _____ day of _____, 2020.

(X)_____ _____

Full signature and title of Authorized Proposer Name of Facility

Acknowledged before me, a Notary Public in and for the State of _____, County of

_____ this _____day of _____, 2020 by the above named.

My Commission expires: _____ _____

Notary Public

**Exhibit 3**

**Questionnaire**

This information will be used in the proposal evaluation process.

1. Number of years this facility has been in business _____

2. Number of people employed _____

3. Number of NATE certified mechanics ____ HVAC/R certified mechanics _____ EPA 608 certified mechanics _____

4. List any additional services that can be provided that are not listed on Scope of Work (Exhibit 1) (example: Ice-maker repair and maintenance services, etc.)

   _____

   _____

   _____

   _____

5. Can you provide and maintain a certificate of liability insurance covering the limits of insurance described in ONWASA's Standard Service Contract Language (Exhibit 5)? Yes_____ No_____

6. The awarded Proposer will be required to enter into a standard service contract with ONWASA. A sample of ONWASA's Standard Service Contract Language (Exhibit 5) is attached for review. Will you be able to comply with the conditions outlined in Exhibit 5 and sign such contract? Yes_____ No_____

7. The awarded Proposer will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service, including a copy of the Industry Standard labor hours for each repair. Will you be able to provide itemized invoices for reimbursement? Yes_____ No_____

8. What software do you use to determine industry standard hours to make repairs? _____

9. What are your regular days and hours of operation? _____

Exhibit 4
List of HVAC Units

| Unit # | System Components | Make | Model # | Serial # | Size |
|---|---|---|---|---|---|
| Lab | Packaged Roof Top Unit | Trane | WCC036F300BB | K12166648 | 3 TON |
| H ACU1 Old Bay | Packaged Roof Top Unit | Trane | WSC090A4ROA1XG002 | 53710025L | 7.5 TON |
| H ACU2 Old Bay | Packaged Roof Top Unit | Trane | WSC090A4ROA1XG002 | 532100701L | 7.5 TON |
| H ACU1 New Bay | Packaged Roof Top Unit | Trane | WSC090A4ROA1XG002 | 532100353L | 7.5 TON |
| H ACU2 New Bay | Packaged Roof Top Unit | Trane | WSC0120A4ROA1XG002 | 532100759L | 10 TON |
| H ACU3 New Bay | Packaged Roof Top Unit | Trane | WSC090A4ROA1XG002 | 532100779L | 7.5 TON |
| RTU3 | Packaged Roof Top Unit | Trane | WCH150B400GB | 537100279L | 12.5 TON |
| RTU4 | Packaged Roof Top Unit | Trane | WCH150B400GB | 53710031L | 12.5 TON |
| HWTP Office | Packaged Roof Top Unit | Trane | 4WCC3036A | 9235NHW9H | 3 TON |
| ACU2 | Packaged Roof Top Unit | Trane | WCH150B400GB | 531101587D | 7.5 TON |
| HWTP | Packaged Roof Top Unit | Trane | WSC120A4RNA1MG | 5321009731 | |
| HWTP | Packaged Roof Top Unit | Trane | WSC090A90A040 | 192310447L | |
| HWTP | Packaged Roof Top Unit | Trane | WCH150B400GB | 531101641D | |
| RTU1 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 4302G40046 | 4 TON |
| PG Booster | | Bard | T60H1-B15Bxxx3E | 325N122967198-02 | |
| BC-1 | | Gree | NEO36HP230V1AH | 0315GS01354 | 3 TON |
| BC-5 | Mini Split System | Air Com | ABSEM4H4S24 | | 2 TON |
| BC-6 | Mini Split System | Air Com | ACZEM4H4R24 | | 2 TON |
| BC-12 | Mini Split System | Air Com | ACZEM4H4R24 | | 2 TON |
| BC-13 | Mini Split System | Air Com | ABSEM4H4S24 | | 2 TON |
| HM Booster | Split System | Bryant | FB4CNF036 | 1614A68046 | 3 TON |
| RTU2 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 4102G30303 | 5 TON |
| RTU3 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 1402G30300 | 5 TON |
| RTU4 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 3902G30214 | 5 TON |
| RTU5 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 3902G30218 | 5 TON |
| RTU6 | Packaged Roof Top Unit | Carrier | 50HJQ006-521 | 4102G30297 | 5 TON |
| RTU7 | Packaged Roof Top Unit | Carrier | 50HJQ004-511 | 430G40045 | 3 TON |
| RTU8 | Packaged Roof Top Unit | Carrier | 50HJQ006-511 | 3902G30220 | 5 TON |
| RTU10 | Packaged Roof Top Unit | Carrier | 50HJQ007-521 | 4402G40168 | 6 TON |
| RTU11 | Packaged Roof Top Unit | Carrier | 50HJQ006-511 | 4102G30298 | 5 TON |
| RTU12 | Packaged Roof Top Unit | Carrier | 50HJQ005-521 | 4302G400478 | 4 TON |
| TBD | Packaged Roof Top Unit | Carrier | 50HJQ008-521 | 3904G11821 | 7.5 TON |
| CU1 | Split System | Carrier | 48Y024-21340 | 1805L1C853 | 2 TON |
| Verona 1 | Wall mount | Bard | WA484-A10BP4XXJ | 236J082533743-02 | 4 TON |
| Verona 2 | Wall mount | Bard | WA484-A10BP4XXJ | 236J082533744-03 | 4 TON |
| Dixon wells 8&9 | package terminal AC | Amana | PTH123E25AXXXAB | 1104613857 | 1 TON |
| Dixon Lab | Packaged Roof Top Unit | Trane | 4WCC3036A300BA | 15402JE19H | 3 TON |
| D ACU1 Old Bay | Packaged Roof Top Unit | Trane | WSC090E4RDA0KG002A1B | 154012784L | 7.5 TON |
| D ACU2 Old Bay | Packaged Roof Top Unit | Trane | WSC090E4RDA0KG002A1B | 154012768L | 7.5 TON |
| D ACU1 New Bay | Packaged Roof Top Unit | Trane | WSC090E4RNADKG002A1B | 154012907L | 7.5 TON |
| D ACU2 New Bay | Packaged Roof Top Unit | Trane | WSC120E4RNa0NG002A1B | 154012995L | 10 TON |
| D ACU3 New Bay | Packaged Roof Top Unit | Trane | WSC090E4RNA0KG002A1B | 154012893L | 7.5 TON |
| Dixon RO MCC | Mini Split System | Mitsubishi | PKA-A36KA4 | 31M00007 | 3 TON |
| Dixon Well 10 D10 | Mini Split System | Daikin | RXS18LVJU | E021916 | 1.5 TON |
| Dixon Well 11 D11 | Mini Split System | Daikin | RXS18LVJU | E022363 | 1.5 TON |

**EXHIBIT 5**
**CONTRACT FOR MAINTENANCE AND REPAIR SERVICES**
**HVAC MAINTENANCE AND REPAIR AGREEMENT RFP# 2020-21HVAC**

THIS CONTRACT is made and entered into this the _____ day of _____, 20____, by and between the **ONSLOW WATER & SEWER AUTHORITY**, a political subdivision of the State of North Carolina (hereinafter referred to as "ONWASA") and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "Contractor").

ONWASA and Contractor agree as set forth below:

Exhibit A – Request for Proposals for HVAC Maintenance and Repair Agreement dated June 19, 2020 (RFP# 2020-21HVAC) is attached to, and hereby incorporated into, and made part of this Contract by reference (hereinafter referred to as "the work"). Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in an exhibit or appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

The Contract is for an initial term of 12 months. The Contractor is bound to the quoted prices for the full 12-month term. Upon each anniversary date of this Contract, ONWASA and the Contractor, upon mutual agreement and at the same terms and conditions as stated in the original Contract, shall have the option to renew this Contract for one 12-month term. This Contract renewal option may be exercised up to four times. Contract continuance and Contract extensions will be contingent upon the appropriation of funds by ONWASA's Board of Directors.

## ARTICLE 1
## GENERAL

1.1 The Contractor represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and render the services described herein and has the requisite corporate authority and licenses required by law.

1.2 The Contractor, Contractor's employees and subcontractors shall provide all labor and materials needed to perform and execute the work as set forth in the Scope of Services outlined in RFP # 2020-21HVAC in accordance with Articles 2 and 3 of this Contract. Any work initiated by the Contractor prior to the execution of a Contract for Services will be at the Contractor's sole risk.

1.3 The Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the Contractor shall possess the experience, knowledge and character necessary to qualify them to perform the duties to which they are assigned.

1.4 The Contractor's services shall be performed as expeditiously as necessary for the orderly progress of the work.

1.5 The Contractor and ONWASA acknowledge that the Scope of Services described within the Request for Proposal may not delineate every detail and minor work task required to be performed by the Contractor to complete the work authorized by the Scope of Services. If during performance of the work authorized by this Contract, the Contractor determines that services outside the level of those originally anticipated are required, the Contractor shall notify ONWASA's designated representative in writing and obtain ONWASA's approval before proceeding with the work. Any such additional work performed without obtaining prior approval from ONWASA's designated representative is at the Contractor's sole risk.

1.6 Upon mutual written agreement, the work described in the Scope of Services may be modified upon negotiated additional scopes of services, compensation, time of performance and other matters related to the work. If ONWASA and the Contractor cannot contractually agree, ONWASA shall have the right to immediately terminate negotiations at no cost to ONWASA and to procure services from another source.

1.7 The Contractor shall coordinate with the ONWASA's designated representative prior to and during the duration of the Contract.

## ARTICLE 2
## CONTRACTOR'S RESPONSIBILITIES

2.1 The Contractor shall supply all labor and materials as needed to perform and execute the work described in the Scope of Services. In the event of incomplete, inaccurate or defective work the Contractor agrees to immediately correct incomplete, inaccurate or defective work at no further cost to ONWASA.

2.2 The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the work and will reimburse ONWASA for loss or damage to such property.

2.3 The Contractor shall be solely responsible for initiating, supervising and maintaining all safety precautions in connection with the work provided under this Contract. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto all work shall be performed during regular working hours.

2.5 The Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the Contract. If the Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of the Contractor's architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.

2.6 ONWASA will provide the Contractor with such permissions as required for access to the sites where the work shall be performed in a good and workmanlike manner and the work sites maintained reasonably free of trash and waste materials and left in same or better condition than before the work commenced. The Contractor shall supervise and direct the work and shall be solely responsible for and in control of the means, methods, procedures, techniques and sequences of doing the work.

2.7 The Contractor shall maintain all records, documents, notes, and financial information related to performance of the work in accordance with generally accepted accounting principles and practices and shall provide ONWASA with copies of such information. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this Contract shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

## ARTICLE 3
## ONWASA'S RESPONSIBILITIES

3.1 ONWASA shall provide the Contractor with all criteria and full information as to ONWASA's requirements for the work, including objectives and constraints.

3.2 The timely provision of all available information, data, reports, and records to which ONWASA has access and which are needed by the Contractor for the performance of the services.

3.3 Advise the Contractor of the identity and scope of services of any other service providers employed by ONWASA to perform or furnish services related to or affecting the work.

3.4 ONWASA will respond within a reasonable time to the Contractor's requests for written decisions or determinations pertaining to the subject of the Contractor's services.

3.5 ONWASA will give prompt written notice to the Contractor whenever ONWASA becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Contractor's performance of its services under this Contract.

3.6 ONWASA shall designate a representative authorized to act on its behalf with respect to the work. The authorized representative shall communicate decisions pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the work.

3.7 Prompt notice shall be given by ONWASA to the Contractor if ONWASA becomes aware of any fault or defect in the work or nonconformance with the Contract Documents.

## ARTICLE 4
## INSURANCE

4.1 During the performance of the Work under this Contract, the Contractor shall maintain the minimum levels of insurance shown below and is responsible for ensuring original certificates of such coverage are submitted to ONWASA directly from the insurance provider prior to performance. Policies shall list ONWASA as additional insured on all applicable policies. All policies shall be obtained from insurance companies that are duly licensed in the State of North Carolina to issue insurance policies for the limits and coverages so required, must cover the term of the Contract, and provide 30 days advance written notice to ONWASA in the event of cancellation, expiration, or alteration.

1. *General Liability Insurance*, with a combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate or as otherwise specified in addendum, whichever is greater.

2. *Automobile Liability Insurance*, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

3. *Workers' Compensation Insurance* in accordance with statutory requirements and *Employers Liability Insurance*, with a limit of $500,000 for each occurrence.

4. *Excess Liability/Umbrella Insurance,* with a limit of $1,000,000 per occurrence

In the event the Contractor is excluded from the requirements of the North Carolina Workers Compensation Act and does not voluntarily carry workers compensation coverage, the Contractor shall carry or cause its employees to

carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

4.2 The provisions of this Article shall survive the expiration or termination of this Contract.

## ARTICLE 5
## PAYMENTS TO THE CONTRACTOR

5.1 ONWASA hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of the work in accordance with the Scope of Services and quoted prices as set forth in the Quotation Sheet (Exhibit 2 in the RFP) on a per invoice basis within 30 days of receipt of the Contractors invoice, subject to additions and deductions as provided in the Contract Documents.

5.2 Contractor shall invoice for work satisfactorily completed each month. Invoices shall include all sales taxes paid relative to the work, Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery.

5.3 ONWASA may withhold payments if ONWASA has received claims of lien by subcontractors for unpaid labor or materials, if the work of the Contractor is defective, if the Contractor fails to diligently pursue the work with reasonable dispatch, or if the amount requested is not consistent with the level of work actually performed.

5.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.

5.5 Unless otherwise stated herein, payments are due and payable30 days from the date of the Contractor's invoice.

## ARTICLE 6
## TERMINATION, SUSPENSION OR ABANDONMENT

6.1 The Contractor acknowledges that ONWASA is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event public funds are not appropriated for the performance of ONWASA's obligations under this Contract, this Contract shall automatically expire without penalty to ONWASA30 days after written notice to the Contractor of the unavailability and non-appropriation of public funds.

6.2 This Contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.

6.3 In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, together with reimbursable expenses then due. This shall be the exclusive remedy for termination.

6.4 ONWASA shall have no liability to the Contractor for any delay or damage caused the Contractor due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.

6.5 If termination or suspension of work occurs, the Contractor shall terminate or suspend performance of the services on a schedule acceptable to ONWASA.

6.6 In the event of noncompliance of any term or terms of this Contract by the Contractor, ONWASA may, at its sole option, declare the Contractor in default and terminate this Contract with not less than seven days written notice. Should ONWASA terminate this Contract due to the default of the Contractor, ONWASA may in addition to its other rights Contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.

6.7 Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of any event which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of non-performance exceeds15 days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

## ARTICLE 7
## OTHER CONDITIONS OR SERVICES

7.1 The terms of this Contract shall control over any conflicting terms in any referenced document.

7.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.

7.3 To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of the Contractor's architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the Work, including the loss of use resulting therefrom and breach of any of the successful Contractor's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of the Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable or arising out of the Contractor's breach of this Contract.
Indemnification responsibilities created by this section shall survive and be enforceable after the Contract between ONWASA and the successful Contractor terminates or expires. The Contractor shall defend any and all suits and assume all liability for any and all claims made against ONWASA or any of its officials or agents for the use of any patented process, device or article forming a part of the articles, equipment or services furnished under this contract.

7.4 This Contract shall be governed by the law 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 Onslow and the State of North Carolina.

7.5 ONWASA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor the Contractor shall assign this Contract without the written consent of the other.

7.6 This Contract represents the entire and integrated agreement between ONWASA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and the Contractor.

7.7 The subject headings of the paragraphs 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 purposes of interpretation shall be made to the contrary.

7.8 Non-discrimination Clause. No person in the United States shall on the ground of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this project.

7.9 Minority and Women Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).

7.10 Except as otherwise required or provided in the Scope of Services, the Contractor will not meet or confer with any member of any federal, state or local regulatory agency concerning the services without obtaining the prior consent of ONWASA.

7.11 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:

ONSLOW WATER AND SEWER AUTHORITY
Attn: Cynthia Hewitt
228 Georgetown Road
Jacksonville, NC 28540

**IN TESTIMONY WHEREOF**, the parties have made and executed this Contract by authorized representatives, acting under and by virtue of the authority in them vested, and have hereunto set their hands and seals, the day and year first written above.

SELLER ATTEST:

By: _____ By: _____

Print Name/Title: _____ Print Name/Title: _____

(SEAL)

ONSLOW WATER & SEWER AUTHORITY ATTEST:

By:_____ By:_____

_____ _____
Executive Director/CEO Clerk to the Board

(SEAL)

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

_____

Finance Officer