

GUILFORD COUNTY DISTRICT 1 SHERIFF'S OFFICE CRIME STATISTICS FOR NOVEMBER, 2023

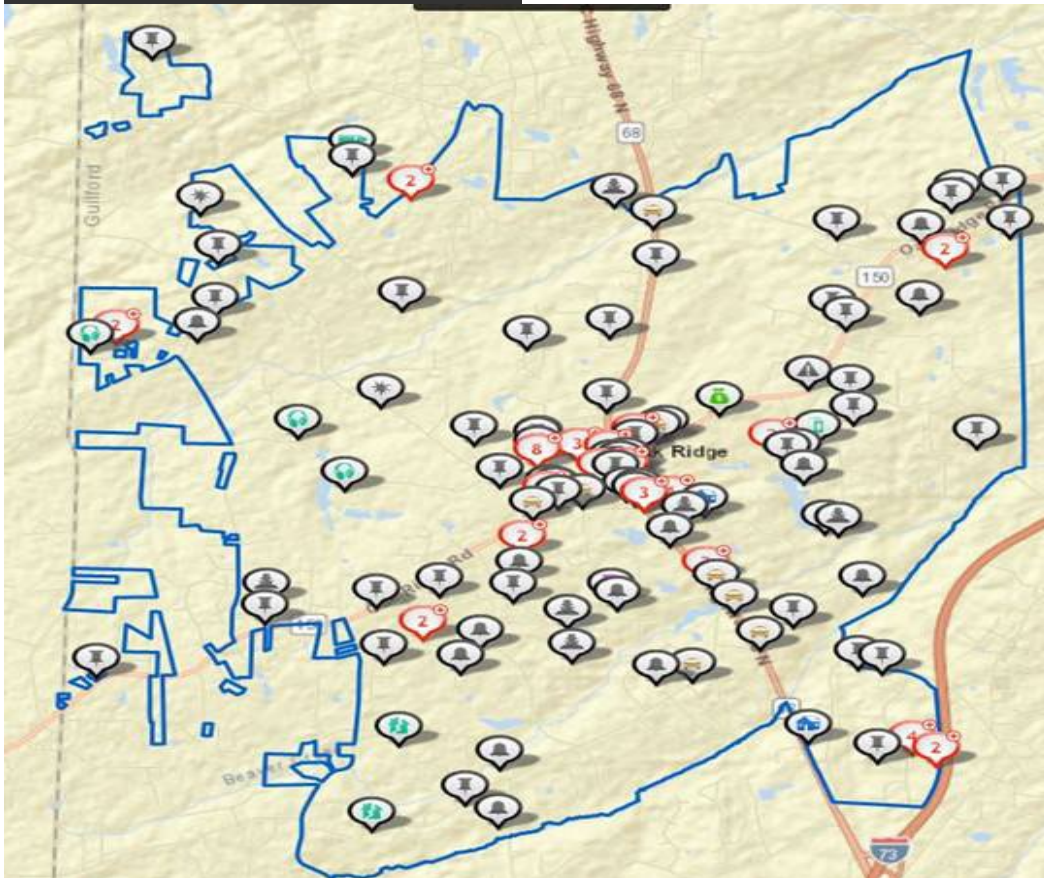
For the month of November, the sheriff's office responded to **150** total calls for service within Oak Ridge town limits, resulting in **15** formal case reports.

Of note:

- On 11/13, deputies responded to the 1200-block of NC 68 N to a burglary in progress overnight in which a subject was encountered in a resident's home and fled. A 33-year-old male was located and apprehended by deputies a short time later walking down the roadway. He was charged with first-degree burglary and injury to personal property.

Calls by type (note this is type of call upon initial dispatch, call nature often was changed after further investigation upon deputy arrival):

BURGLARY - RESIDENTIAL	3	FRAUD	4
DISTURBANCE	3	NOISE VIOLATION	3
ALARM	23	ACCIDENT	7
ASSAULT	1	RAPE	1
DOMESTIC	4	OTHER	66
WEAPONS OFFENSE	1	SUSPICIOUS	8
WARRANT	1	VANDALISM	2
HAZARD	1	THEFT	3
TRESPASSING	1		
TRAFFIC	18		



- Numbers denoted on the map indicate multiple calls for service at the same location.

TOWN OF OAK RIDGE

VOLUNTEER APPLICATION FOR BOARD OR COMMISSION



Please return your completed application to the Town Clerk by hand at 8315 Linville Road, by mail to P.O. Box 374 Oak Ridge, NC 27310, or by email to ssmith@oakridgenc.com. Please call (336) 644-7009 with any questions regarding your application.

Please note that Town of Oak Ridge Volunteer Applications are Public Record according to North Carolina law and can be shown to third parties without notice.

Please Type or Print Clearly

- (1) Name: Caroline Ruch Date 10-18-23
(2) Address: 1976 Beeson Rd Kernersville NC 27284
(3) Email Address: cruch39@gmail.com
(4) Phone Number(s): 336-686-9566

(5) Please indicate on which board you would like to serve by selecting from the following options. Please visit www.oakridge.com for more information and click Board & Committees.

- | | |
|---|---|
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Conservation Easement Committee | <input type="checkbox"/> Planning & Zoning Board |
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Tree Committee |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Committee |
| <input type="checkbox"/> Mountains-to-Sea Trail Committee | |

(6) Where do you reside:
Incorporated Oak Ridge: For 28 Years
Oak Ridge ETJ: For 2 Years O.R.

(7) Are you currently serving on a Town of Oak Ridge Advisory Board? Yes No

If Yes, which one: Special Events

(8) Have you previously served on a Town of Oak Ridge Advisory Board? Yes No

If Yes, Did you complete the term for which you were appointed? Yes No

If No, Please explain: _____

(9) Where are you currently employed? unemployed

Current Position or Job Title: _____

Brief Description of Job Duties:

(10) Please list any volunteer, professional or civic activities in which you participated:

I served on the HPC for 9 years and also currently serving on Special Events. I have served many years on Special Events. Recently began serving on the Music in the Park committee for seeking new sponsors.

(11) Any additional information or comments relating to your ability or desire to serve on a Town of Oak Ridge Advisory Board (feel free to attach a resume for additional information):

I believe my years of service represent my desire and ability to serve. I am a nearly 30 year resident of Oak Ridge and I am committed ^{to} serving ^{to} maintain the integrity of our wonderful town.

(12) How did you learn about this volunteer opportunity?

In speaking with town staff.

(13) For purposes of reporting to the NC Department of the Secretary of State (as required by G.S. 143-157.1), are you: Female: or Male:

This application will stay on file for two years, if not appointed during this time frame; this application will be discarded without notice.

For Internal Use Only

Residence: Incorporated ETJ

Date Received: 10/18/23

Board Interview: _____ Date: _____

Nominated: Yes No

Appointed: Yes Date: _____

Term of Office: _____ Years Expiration Date: _____

Seat #: _____ on _____ (Board, Committee, Commission)

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: December 1, 2023

RE: Conference Room Audio Proposal

Please find attached to this memo a proposal from Audio & Light, Inc. to upgrade the audio capabilities of the Town Hall conference room.

The conference room is frequently used for hybrid in-person/remote meetings, but remote participation is hindered by poor audio quality. We requested that Audio & Light recalibrate the existing monitor-mounted microphone, but this yielded little benefit. The current proposal includes a new processor and two new table-mounted microphones, as well as associated hardware and software. The proposed system has been tested and is a major improvement over the existing technology.

Audio & Light is a trusted vendor who recently installed new audio hardware in the Council chambers.

Requested Action: Approve the attached proposal from Audio & Light for \$9,668.49.



Audio & Light, Inc.

Phone: (336) 274-1234

Fax: (336) 274-4022

2209 Randleman Rd

Greensboro, NC 27406

**Quote**No.: **20599**

Date: 10/10/2023

Prepared for:

Oak Ridge Town Hall
8315 Linville Rd
Oak Ridge, NC 27310

Prepared by: Brent Everhart

Account No.: 12610

Phone: (336) 644-7009

Quantity	Item ID	Description	UOM	Sell	Total
Customer's electrician to supply power, conduit, and back boxes if necessary as directed by Audio & Light, Inc.					
Drywall repair or painting necessary from removing old or installing new equipment, or any construction needed supplied by others					
1	TesiraFORTE X 400	Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 4 channels of AEC. Includes Biamp Launch automatic discover	EA	\$3,535.71	\$3,535.71
1	Parle TTM-X Black	AVB Beamtracking tabletop microphone, black	EA	\$1,415.71	\$1,415.71
1	Parle TTM-XEX Black	Expansion AVB Beamtracking tabletop microphone, black	EA	\$738.57	\$738.57
1	Tesira EX-UBT	PoE AVB/USB expander with Bluetooth® wireless technology	EA	\$605.71	\$605.71
1	Parle SBC 2	Conferencing speaker bar	EA	\$471.43	\$471.43
1,000	2412010Z1000	CAT6 4PR U/UTP CRM BLK 1000FT REELTUFF	Ft.	\$0.38	\$380.00
1.00	Labor - Install	Installation Labor Rate	EA	\$1,400.00	\$1,400.00
4.00	Labor - Checkout & Commissioning	Labor - Checkout & Commissioning	HR	\$90.00	\$360.00
1.00	Miscellaneous Hardware	Cable management, consumables, fasteners, mounting hardware	EA	\$150.00	\$150.00
1.00	Shipping & Handling	Shipping & Handling, Buyer Pays Actual on Final Invoice	EA	\$0.00	\$0.00

Your Price: **\$9,057.13**

Sales Tax \$611.36

SubTotal: **\$9,668.49****Total:** **\$9,668.49**

Prices are firm until 12/27/2023 Terms: Net 15

Prepared by: Brent Everhart, beverhart@audio-light.com**Date:** 10/10/2023**Accepted by:** _____**Date:** _____**Disclaimer**

Quote

No.: **20599**

Date: 10/10/2023

Please Note: Except as specifically noted, this proposal does not include any electrical hardware or provide for the installation of any electrical hardware. Audio & Light will work with your electrical contractor to ensure proper installation of any electrical hardware that may be necessary.

Audio & Light reserves the right to withdraw this proposal or requote the project if acceptance is beyond the expiration date shown.



RESOLUTION R-2023-11

RESOLUTION FOR AWARD OF VETERANS HONOR GREEN CONTRACT

WHEREAS, on November 21, 2023, the Town of Oak Ridge received five bids for the construction of the Veterans Honor Green, following advertisement of an informal Request for Proposals pursuant to N. C. Gen. Stat. § 143-129; and

WHEREAS, ASJ Wilson Construction, LLC submitted the lowest responsive, responsible base bid of \$255,000, with an alternate bid of \$63,000 to include the boardwalk section; and

NOW, THEREFORE, be it resolved that the Town Council of the Town of Oak Ridge accepts the bid submitted by ASJ Wilson Construction, LLC for \$_____ for construction of the Veterans Honor Green, and instructs the Town Manager and Finance Officer to execute the proposed contract.

Approved this _____ day of _____, 2023.

Mayor

Attest:

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk

Bid Tabulation Sheet

REVINGTON REAVES LANDSCAPE ARCHITECTURE & PLANNING, PLLC

Project: Town of Oak Ridge, NC – Veterans Honor Green

Project #: 202104.00

Location: Heritage Farm Park, 8515 Scoggins Road, Oak Ridge NC.

Bids Received: Tuesday, November 11th, 2023, 5:00 pm

Company	License No.	MBE Forms	Received Addendum #1	Bid Bond	Base Bid - General Construction	Add Alt. #1
ASJ Wilson Construction, LLC	65796	NA	NA	NA	\$255,000.00	\$63,000.00
Hodgin Construction Company	1807	NA	NA	NA	\$271,300.00	\$74,600.00
BAR Construction Co., Inc.	7973	NA	NA	NA	\$295,800.00	\$72,000.00
Brooks General Contractors	1376	NA	NA	NA	\$299,787.00	\$65,700.00
WC Construction Company, LLC	63557	NA	NA	NA	\$306,000.00	\$46,000.00

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The Town of Oak Ridge, North Carolina.

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on

equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

Material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written

- standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
 - d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
 - g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good

- such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the site that require weatherproofing when the work is not in progress. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
 - c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
 - d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
 - e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
 - f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
 - i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
 - j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to

Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting_data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep

accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.

- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. Claims filed against the contractor or evidence that a claim will be filed.
- e. Evidence that subcontractors have not been paid.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence
Property Damage: \$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

23. STANDARDS

VETERANS HONOR GREEN
OAK RIDGE, NC

2104.00
01/25/2022

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

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within one hundred and ten (110) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Twenty Five Dollars (\$25.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

PAYMENTS

Payments to contractor to be provided monthly as the work progresses based upon pay application reviewed by architect and owner. Provide pay application to architect for review. See "payments" section of specifications.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Form of Performance Bond, Form of Payment Bond). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

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FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts .

Witness :

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

Witness :

By: _____

Title: _____
(Attorney in Fact)

Countersigned :

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

FORM OF PAYMENT BOND

Date of Contract: _____
Date of Execution: _____
Name of Principal
(Contractor) _____
Name of Surety : _____
Name of Contracting
Body : _____
Amount of Bond : _____
Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts .

Witness :

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

Witness :

By: _____

Title: _____
(Attorney in Fact)

Countersigned :

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

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ATTACH CERTIFICATES OF INSURANCE

Insurance certificates must each contain the following clause:

“In the event of the termination of this policy, or any substantial change in the coverage afforded by the policy, not less than thirty days prior written notice will be given by certified or registered mail to certificate holders.

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: December 1, 2023

RE: Guilford County Interlocal Agreement for \$140,000 Appropriation

Please find attached to this memo an interlocal agreement with Guilford County for the appropriation of \$140,000 in County funds for the following uses:

- A. The AWARDEE agrees to use the funds appropriated by the COUNTY to supply security cameras at Town Park and/or Heritage Farm Park and for the construction of an accessible playground at Heritage Farm Park, in accordance with lawful permissible purposes. All expenses shall be in conformance with Federal, State, and Local law or policy.

This funding was requested by the Town and approved by the Board of County Commissioners during the adoption of the FY23/24 County budget. The Town has discretion to allocate funding toward either of these projects as stipulated in the attached agreement.

Requested Action: Approve the attached interlocal agreement with Guilford County.



GUILFORD COUNTY CONTRACT NO.#####

Interlocal Agreement
Between
Guilford County, North Carolina
and
Town of Oak Ridge, North Carolina

A. OVERVIEW.

Section A.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“COUNTY”) and Town of Oak Ridge, a North Carolina municipal corporation (“AWARDEE”).

Section A.2. Source of Funding. This Agreement is funded by General Fund revenues approved by the Board of Commissioners in the Fiscal Year 2024 budget.

Section A.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the AWARDEE from COUNTY.

Section A.4. Term. This Agreement shall govern the performance of the parties for the period July 1, 2023 (the “Effective Date”) through June 30, 2024 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

WITNESSETH:

WHEREAS, COUNTY is a body politic and corporate of the State of North Carolina; and

WHEREAS, AWARDEE is a North Carolina municipal corporation; and

WHEREAS, pursuant to N.C.G.S. §160A-466, COUNTY and AWARDEE are both authorized to expend funds for public purposes and to engage in joint undertakings and they may both enter into agreements regarding financing, expenditure, and revenues related to the joint undertaking; and

WHEREAS, pursuant to N.C.G.S. §153A-449, COUNTY may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that COUNTY is authorized by law to engage in; and

WHEREAS, pursuant to N.C.G.S. §160A-355, any two or more units of local government may cooperate in establishing parks and recreation systems; and

WHEREAS, Guilford County Board of Commissioners has appropriated the sum of, and shall not exceed, One Hundred Forty Thousand Dollars (\$140,000.00) for the fiscal year ending June 30, 2024, to support this purpose, said sum being derived from general funds.

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for AWARDEE'S receiving said funds from the COUNTY.

NOW, THEREFORE, in consideration of the following, the Parties agree as follows:

1. **AWARD.** COUNTY'S total funding obligation under this Agreement is not to exceed \$140,000.
2. **PAYMENT.** COUNTY agrees to pay the amounts as set out herein within thirty (30) days of execution of this AGREEMENT.
3. **TERM.** Unless terminated as provided herein, this AGREEMENT shall be in effect for one (1) year, beginning July 01, 2023, and ending June 30, 2024.

SECTION I- THE AWARDEE DUTIES AND RESPONSIBILITIES:

A. USE OF FUNDS. The AWARDEE agrees to use the funds appropriated by the COUNTY to supply security cameras at Town Park and/or Heritage Farm Park and for the construction of an accessible playground at Heritage Farm Park, in accordance with lawful permissible purposes. All expenses shall be in conformance with Federal, State, and Local law or policy.

B. REPORTS: The AWARDEE agrees to submit the following to the County by the following dates:

January 15, 2024 (for period July 1, 2023 – December 31, 2023);

April 15, 2024 (for period January 1, 2024 – March 31, 2024);

July 15, 2024 (for period April 1, 2024 – June 30, 2024)

- 1) Guilford County Expenditure Report, in a County approved format, with the allocation and expenditure of funds for services and activities performed during the previous quarter under this Contract; and
- 2) Guilford County Performance Report, in a COUNTY approved format, indicating goals and objectives reached during the quarter being invoiced; and,
- 3) Copies of all invoices documenting that payments were made for allowable purposes according to the USE OF FUNDS previously designated.
- 4) To further submit at the conclusion of the program year an ANNUAL PERFORMANCE REPORT to the COUNTY that reports on all program activities including a summary of the accomplishment of stated goals and objectives.

C. ASSUMPTION. This Agreement may not be assumed or otherwise transferred to another party by the AWARDEE without the express written consent of the COUNTY, which said consent will be evidenced by acceptance memo or letter from the COUNTY Manager, or designee, to the original AWARDEE under the Agreement and the assuming AWARDEE. If the AWARDEE should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, the AWARDEE must immediately notify the COUNTY in writing of these changes and

provide the COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales agreement, merger documents, etc. Further, the AWARDEE will submit the name and address of the assuming AWARDEE'S registered agent for service of process and/or all notices required under the Agreement.

D. COMPLIANCE WITH CIVIL RIGHTS AND DISABILITY LAW/NON-DISCRIMINATION: THE AWARDEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the North Carolina Persons with Disabilities Protection Act, and all requirements imposed by Federal and State regulations, rules, and guidelines issued pursuant to these laws for both personnel employed and individuals served. In connection with the performance of this agreement, the AWARDEE shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

E. DRUG-FREE WORKPLACE POLICY: The AWARDEE must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Act of 1988 41 U.S.C.701.

F. RECAPTURE. Any item of expenditure by the AWARDEE under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, State of North Carolina, Department of the Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the AWARDEE, shall become the AWARDEE's liability. The aforementioned liability shall be paid by AWARDEE to COUNTY, immediately upon notification of such improper expenditure. AWARDEE is strictly prohibited from paying said liability from funds provided by the County under this Agreement or any other agreement between the COUNTY and the AWARDEE. In the event that the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorneys' fees. This provision shall survive the expiration or termination of this Agreement.

G. INDEMNIFICATION. To the extent permitted by law, AWARDEE agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of AWARDEE in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

H. INSURANCE. AWARDEE must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

COUNTY may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide COUNTY with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, AWARDEE must provide COUNTY prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if AWARDEE fails to provide such notice, the AWARDEE assumes sole responsibility for all losses incurred by COUNTY For which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

AWARDEE shall name COUNTY as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to COUNTY. If AWARDEE fails at any time to maintain and keep in force the required insurance, COUNTY may cancel and terminate the Agreement without notice.

SECTION II- BOTH PARTIES AGREE:

- A. NONWAIVER.** No action or failure to act by COUNTY constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.
- B. LIMITATION OF GUILFORD COUNTY AUTHORITY.** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair COUNTY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- C. INTEGRATION.** This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.
- D. NOTICES.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

If to COUNTY:
Guilford County Government
Toy Beeninga
ATTN: Budget Department
301 W. Market St.
Greensboro, NC 27401

If to AWARDEE:
Bill Bruce
Oak Ridge Town Manager
P.O. Box 374
Oak Ridge NC 27310
Bbruce@oakridgenc.com

- E. NO THIRD-PARTY BENEFICIARIES/NO WAIVER OF IMMUNITY.** AWARDEE and COUNTY acknowledge and agree that there are no intended beneficiaries of this Agreement other than AWARDEE and COUNTY and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units that are explicitly set forth herein or required by law). AWARDEE and COUNTY further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.
- F. NORTH CAROLINA UNIT OF LOCAL GOVERNMENT.** That the AWARDEE is a duly organized and existing unit of Local Government organized pursuant a valid charter issued by the State of North Carolina.
- G. INTERLOCAL AGREEMENT.** In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by AWARDEE'S and COUNTY'S governing boards. AWARDEE shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, COUNTY'S reimbursements to AWARDEE under this Agreement shall not cause COUNTY to acquire ownership in any property acquired by AWARDEE with the reimbursed funds and ownership of such property shall remain with Awardee.
- H. FINANCIAL EXPOSURE TO THE COUNTY.** The financial exposure to the COUNTY shall not exceed **\$140,000** during this contract term. In any event payment will only be made from allocated funds in accordance with N.C.G.S. Chapter 159. In the event, that funding is terminated or reduced, the COUNTY may reduce the financial exposure of this Contract with written notice to the AGENCY.
- I. TERMINATION FOR CAUSE.** If AWARDEE fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach") , either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified

AWARDEE of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the AWARDEE specifying the effective date thereof. Termination shall be subject to recapture of unused funds on the date of termination in accordance with the RECAPTURE provisions of the Agreement.

- J. BREACH.** If, through any cause, AWARDEE or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may withhold any payment due AWARDEE for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to AWARDEE) The filing of a petition for bankruptcy by AWARDEE shall constitute an act of breach under this Contract.
- K. ADMINISTRATION.** The COUNTY is in no way responsible for the administration and supervision of the AWARDEE'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- L. AMENDMENT.** This Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the AWARDEE.
- M. ASSIGNMENT.** AWARDEE may not assign or delegate any of its rights or duties that arise out of this Agreement without COUNTY'S prior written consent. Unless COUNTY otherwise agrees in writing, AWARDEE and all assigns are subject to all COUNTY'S defenses and are liable for all AWARDEE'S duties that arise from this Agreement and all COUNTY'S claims that arise from this Agreement.
- N. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- O. SEVERABILITY.** If any one or more provisions herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and it shall be considered modified to conform with the applicable Federal, State, or local law.
- P. SURVIVAL.** The terms, conditions, and warranties contained herein are intended to survive the completion of the performance.

Q. WAIVER. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated in writing and assigned by an authorized COUNTY representative.

R. VENUE AND JURISDICTION. COUNTY and AWARDEE agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to federal court unless required by law.

S. MISCELLANEOUS

(a) Performance of Government Functions. Nothing contained in this agreement shall be deemed or construed so as in any way stop, limit, or impair the Parties from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(b) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(c) Compliance with Law. The Parties shall comply with all applicable law. They will each comply with bid restrictions, if any, and laws including N.C.G.S. 143-129(j) regarding E-Verify, where applicable.

(d) Relationship Between the Parties. The Agreement shall not under any circumstances be construed to make the Parties partners, joint venturers, or Parties to similar relationships with each other.

(e) No Third Party Rights Created. This Agreement is intended for the benefit of the Parties and not any other person.

(f) Principles of Interpretation and Definitions.

(1) The singular includes the plural and the plural the singular. The pronoun "it" and "its" include the masculine and feminine References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "include," "including," etc., shall mean include, including, etc., without limitation.

(2) References to a "Section" or "section" shall mean a section of this agreement.

(3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument.

(4) "Duties" include obligation.

(5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(6) The word “shall” is mandatory.

(7) The word “day” means calendar day.

(8) A definition in this Agreement will not apply to the extent the context requires otherwise.

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

End of this page

Signature Pages to Follow

