

**Hillsborough Elementary School
Condensate Line Replacement and Boiler Clean Up
OCS Bid# 2015-002**

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NOTICE TO BIDDERS
INFORMAL, SINGLE-PRIME, MECHANICAL CONTRACT
FOR
REPLACEMENT OF UNDERGROUND CONDENSATE RETURN PIPE
AND
BOILER CLEAN UP

Bids for this work will be received by:

Orange County Schools
Attention: Patrick Abele / Chief Operations Officer

Mailing Address (Central Office)
200 East King Street
Hillsborough, NC 27278

Bids will be received up to 10:00 AM on 10/22/2015 at the Orange County Schools Central Office, 200 East King Street, Hillsborough, NC 27278 and immediately thereafter publicly opened and read aloud. Complete plans, specifications, and contract documents can be obtained from Mr. Patrick Abele, Orange County Schools Maintenance Office, 123 East Oakdale Drive, Hillsborough, NC 27278 (tel 919-732-8126 ext. 12500) or may be downloaded at the District's website: <http://www.orangecountyfirst.com/content/current-bids>

A mandatory pre-bid meeting will be conducted 10/15/2015 at 9:00 AM. The meeting will be held at on-site at Hillsborough Elementary School, 402 North Nash Street, Hillsborough, NC 27278. Bidders should register at the main office. Bidders are requested to contact Mr. Roger Ivey at 919-732-8126 ext. 14001 to confirm attendance. Clarifications will be provided as an addendum and posted to the District website at <http://www.orangecountyfirst.com/content/current-bids> no later than EOB Monday, October 19, 2015.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades.

Bids shall be made only on the form provided herein with all blank spaces properly filled in, confirmation of all addenda issued, and all signatures properly executed.

No bid may be withdrawn after the opening of bids for a period of 90 days. The Owner reserves the right to reject any or all bids and waive minor irregularities.

Payment will be made lump sum within 30 days after acceptance of work and receipt of an accurate invoice.

Bids shall be sealed in an opaque envelope marked "Bid # 2015-002—Hillsborough Elementary Boiler Work".

Facsimile or other electronically submitted bids will not be accepted.

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

GENERAL INSTRUCTIONS

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

MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities 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. No materials containing asbestos shall be used. 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. No changes shall be made in the Work except upon written approval and change order of the Designer/Owner.
- 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. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the Engineer for approval or disapproval; such approval or disapproval shall be made by the Engineer prior to the opening of bids.**

e. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

f. The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

a. The Contractor shall obtain the required permits, give all notice 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 Engineer 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 therefrom.

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

SAFETY REQUIREMENTS

a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

b. 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 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, 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 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.

d. The Contractor understands and acknowledges the worksite will be an occupied elementary school campus at all times throughout the project and will make appropriate accommodations to ensure the safety of students, staff, and visitors to the campus.

EQUAL OPPORTUNITY

a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

b. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

c. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with Article 2 of Chapter 64 of the North Carolina General Statutes.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$1,000,000 on account of one accident; and Property Damage Insurance in an amount not less than \$500,000 on any one claim and not less than 1,000,000 aggregate amount.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits. The Owner shall be a named additional insured on any general public and automobile liability coverages. Additional insured endorsement shall accompany the certificate of insurance submitted with the executed form of contract.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Engineer of such alteration or cancellation, sent by registered mail.

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

The Owner shall be a named additional insured on any general and automobile liability coverages. Additional insured endorsement shall accompany the certificate of insurance submitted with executed Form of Contract.

INVOICES FOR PAYMENT

Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Orange County Schools
Attention: Patrick Abele / Chief Operations Officer
200 East King Street
Hillsborough, NC 27278

Telephone Office 919-732-8126 ext. 12500

Send all inquiries to Patrick.abele@orange.k12.nc.us

CLEANING UP

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.

GUARANTEE

- a. 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.
- b. 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.
- c. 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.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

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 and shall fully complete all work hereunder **within 30 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 One Hundred Dollars (\$100.00) 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 anytime 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.

UTILITIES

Temporary electricity and water will be available on site.

SECURITY

Contractor shall provide a list of all employees working on-site to the Orange County Schools. List shall include full name and North Carolina Driver's License number.

LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS

Lunsford Act / Criminal Background Checks. Contractor acknowledges the G.S. 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall provide certification that it has conducted sexual offender registry checks on each of its owners, employees, agents, or subcontractors who will engage in any service on or delivery of goods to School System property or at a School System sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). Contractor shall not assign any individual to deliver goods or provide services on School System property or at a School System sponsored event if said individual appears on any of the listed registries.

SPECIFICATIONS

DIVISION 1- GENERAL REQUIREMENTS

Section 01010 - Summary of the Work

1.1 Work Under This Contract:

- A. Installation of new condensate return piping at Hillsborough Elementary School
 - 1. Cut and repair existing concrete walkways as required to install new pipe
- B. Level and tamp trench. Grass replanting will be performed by the Owner.
- C. Disassemble and clean sludge and sediment from boiler
- D. Worksite accessibility hours will be discussed during the pre-bid meeting.
- E. All work shall be coordinated with the Orange County Schools Maintenance Department, Mr. Roger Ivey; telephone: Office 919-732-8126 ext. 14001, roger.ivey@orange.k12.nc.us, Mailing: 200 East King Street, Hillsborough, NC 27278
- F. Submission of a Bids and ultimate acceptance of an Agreement or Contract for execution of the work will be construed as evidence that the contractor and each of his subcontractors and vendors has carefully read and accepts all conditions set forth in each part of this Project Manual. It shall further be construed as evidence that the contractor has been provided the opportunity to visit the site and is fully aware of the conditions to be encountered and the extent of the work to be accomplished.

Section 01300 - Submittals

- A. For all installed equipment, the contractor shall submit manufacturer's shop drawings, brochures, and other pertinent data available for review and approval by the engineer prior to starting work.
- B. Marked-up prints showing field changes made during the course of construction, if any.

Section 01900 - Project Close Out

1.1 Final Clean Up:

- A. Prior to a request for a final inspection, the entire site shall be cleaned of all tools, equipment, surplus material, scrap, debris, and waste. The contractor will be responsible for the clean up of their respective construction.

1.2 Final Payment:

- A. Before Final Payment is issued to the contractor, the contractor shall provide the owner all required submittals and the Contractor's Affidavit of Payment of Debts and Claims as described in the General Conditions of the Project.

SECTION 23 22 13.13—UNDERGROUND CONDENSATE PIPING

1.1 SCOPE OF WORK

- A. Install new, 2 ½ inch diameter gravity flow condensate pipe from building 300 to the cafeteria boiler room as shown on drawings.
- B. Tie in to existing condensate lines at each location.
- C. Waterproof the new pipe entry points into the buildings by installing new wall penetration seals or other suitable methods depending on field conditions.

1.2 SUBMITTALS

- A. Provide the following for review:
 - 1. Manufacturer's product data for piping system

1.3 STANDARDS

- A. North Carolina Mechanical Code 2012

1.4 PRODUCTS

- A. All components of the piping system shall be from the same manufacturer.
- B. All piping pipe and fittings shall be schedule 80 steel with welded connections and fittings.
- C. Straight sections of underground piping shall be factory pre-insulated.
- D. Joints and fittings may be field insulated and jacketed.
- E. Insulation: polyurethane foam with "K" factor of 0.14 at 70 Deg F.
- F. Casing shall be heavy wall PVC or high density polyethylene (HDPE).
- G. The piping system shall be installed in strict accordance with all manufacturer's instructions including pipe assembly, insulation, trenching, bedding, fill material, and cover depth.
- H. Products: Thermal Pipe Systems (Weld-Tite), Ricwill Piping Systems (Econo-Gard), Thermacor (Ferro-Therm) or approved equivalent.

END OF SECTION

SECTION 23 52 23 CAST IRON BOILERS

1.1 SCOPE OF WORK

- A. Disassemble all sections of the existing cast iron boiler (Weil McLain 988 Series 2)
- B. Flush sludge and sediment from the boiler.
- C. Open and wash out all float type low water controls.
- D. Manually test the relief valve by pulling handle; Valve should reset without leakage.
- E. Exercise all gate valves in boiler room and note any leaks or deficiencies.
- F. Reassemble boiler.
- G. Restore pipe insulation to original condition.
- H. **START UP SERVICE:** Provide start up service by an authorized boiler manufacturer's representative. Provide the Owner a Letter of Compliance including a record of all burner measurements and control settings.

END OF DIV 23

CONTRACT FORMS

BID FORM

**Replacement Underground Condensate Return Pipes
And
Boiler Clean Up
Hillsborough Elementary School
Orange County Schools**

The undersigned, as bidder, proposes and agrees if this Bid is accepted to contract with the Orange County Schools for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents and the following Addenda:

Addendum Nr _____ Dated _____ Addendum Nr _____ Dated _____

Addendum Nr _____ Dated _____ Addendum Nr _____ Dated _____

BASE BID: \$ _____

_____ **DOLLARS**

Respectively submitted this _____ day of _____ 2015

(Name of firm or corporation making bid)

Address: _____

Federal ID#: _____

Contractor Lic. Nr. _____

Witness: _____

By: _____

(Proprietorship or Partnership)

Title: _____
(Owner, Partner, Pres. or VP)

Attest:

By: _____

(Corporate Seal)

Title: _____
(Corp. Sec./Ass't Sec.)

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this [REDACTED] day of [REDACTED] 20[REDACTED] by and between the Orange County Board of Education (herein referred to as the Owner), whose mailing address is 200 E King Street, Hillsborough, North Carolina 27278 and [REDACTED] (herein referred to as the Contractor), whose mailing address is [REDACTED], North Carolina [REDACTED]. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

In consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. **Scope of Services.** The Contractor shall perform the Work in accordance with the terms of this Agreement and any plans and specifications prepared for this Project, all of which are incorporated into this Agreement. The Contractor shall provide all materials, tools, equipment, and labor, and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement. The Contractor shall perform the Work in compliance with all governmental laws and regulations. The Contractor shall also, unless otherwise specified, supply and pay for all transportation, utilities, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and be responsible for the safe, proper and lawful construction of the Project, and shall perform the work in the best and most workmanlike manner, as shown on any plans, stated in the specifications, or reasonably implied therefrom. All materials shall be new and of quality specified. 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 any specifications. The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the site, and completely prepare the Project and site for use by the Owner. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner and complete the work within thirty (30) consecutive calendar days.
2. **Payments.** Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor \$_____. No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that a portion of the Work is complete. Under no circumstances will the Owner make more than one interim payment.
3. **Insurance.** The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties in an amount not less than \$1,000,000 for personal injury, including death, to any one person, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement a policy of workers compensation liability insurance in which the policy shall protect the Owner

and the Contractor from claims in an amount not less than the statutory amount. The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Contractor shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

4. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
5. Codes, Permits and Applicable Laws. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules, regulations and Board policies bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner 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 therefrom. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors will remain in compliance with these laws at all times while providing services in connection with this Agreement.
6. Safety Requirements. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws, rules, regulations or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage he causes to the Owner's property or that of others on the job and shall repair any such damage. The Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall maintain all protective devices and signs throughout the progress of the work.
7. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards; that the Work will be free of omissions and poor quality, imperfect or defective material or workmanship; that the Work, including but not limited to, mechanical and electrical devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided. If, within one year after the Date of Substantial

Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one year warranty shall begin on the date of Final Completion of the Work.

8. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon ten (10) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.
9. Lunsford Act/Criminal Background Checks. Contractor acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall provide certification that it has conducted sexual offender registry checks on each of its owners, employees, agents or subcontractors who will engage in any service on or delivery of goods to School System property or at a School System sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). Contractor shall not assign any individual to deliver goods or provide services on School System property or at a School System sponsored event if said individual appears on any of the listed registries.
10. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and the Contractor has caused these presents to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

ORANGE COUNTY BOARD OF EDUCATION

NAME OF CONTRACTOR

Superintendent or Designee

President/Vice President

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

Finance Officer Date

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

(print name)

(title)

(signature)

(date)