



onwasa.com

228 Georgetown Rd  
Jacksonville, NC 28540

**REQUEST FOR BID**

**TITLE:**

**2021 Northwest Regional Water Reclamation Facility Roof Replacement**

**INFORMAL RFB**

**Date of Issue: April 14, 2021**

**Bids Due: April 28, 2021**

For more information contact:

Mark Young

Northwest Regional Water Reclamation Facility ORC/Supervisor

Phone (910) 545-6877

**Onslow Water & Sewer Authority**  
**2021 Northwest Regional Water Reclamation Facility Roof**  
**INSTRUCTIONS FOR BIDDERS**

Bids will be received by the Onslow Water & Sewer Authority (hereinafter referred to as ONWASA), to provide all labor, equipment, and materials necessary to replace the roof at the Northwest Regional Water Reclamation Facility (NWRWRF) located at 189 Mills Field Road, Richlands, NC as specified in this Request for Bids (hereinafter referred to as RFB) until **2:00 pm on April 28, 2021, at Onslow Water & Sewer Authority, 228 Georgetown Road; Jacksonville, North Carolina**. This is an informal request for bids and the bids received will not be public until the contract is awarded.

Bids must be submitted on the Bid Pricing Sheet (Exhibit 2) which is included as part of this RFB Package and must be completed in its' entirety.

The quoted price should not include any sales or use taxes but should only reflect the actual bid price of the service and materials.

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

Bids will be evaluated by determining the lowest responsive, responsible bidder considering:

- Bidder's ability and capacity to provide the designated materials.
- Bidders price for services.
- Character, integrity, reputation, judgment, experience, and efficiency of bidder.

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

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

## INFORMATION FOR BIDDERS

### 1. SCOPE OF WORK

The Bidder shall provide all labor, equipment, and materials necessary to replace the roof at the NWRWRF located at 189 Mills Field Road, Richlands, NC.

Bids must be recorded on the Bid Pricing Sheet (Exhibit 2), ONWASA's Standard Service Contract language is included in this RFB (Exhibit 3).

Bidders are welcome to physically inspect the location before submitting a proposal. Site visits are by appointment only Monday – Friday 8 am to 5 pm. Please contact Mark Young, NWRWRF ORC/Supervisor, at [\(910\) 545-6877](tel:9105456877) to [arrange a suitable date and time](#).

#### TIME OF PERFORMANCE

As time is of the essence in completing this project, after receiving a written Notice to Proceed from ONWASA all work on the project shall be completed within ninety (90) consecutive calendar days.

The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the work within the time specified. The Contractor must have the ability to bring in additional equipment as necessary, should any onsite equipment require repairs that extend beyond five (5) calendar days.

#### WARRANTIES

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

#### ERRORS/DEFICIENCIES

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

#### ADDITIONAL WORK

Any additional work or repair identified during the NWRWRF Roof Replacement shall be described and submitted to Mark Young, NWRWRF ORC/Supervisor, via email at [myoung@onwasa.com](mailto:myoung@onwasa.com) before performing the additional work.

### 2. SUBMITTAL OF BIDS

Bids must be written legibly on the Bid Pricing Sheet (Exhibit 2) and addressed to:

Onslow Water & Sewer Authority  
2021 NWRWRF Roof Replacement  
Finance Office  
228 Georgetown Road  
Jacksonville NC 28540

Bids may be received prior to the date and time of the bid opening. It is the Bidders responsibility to ensure that the bid is received by ONWASA prior to the hour and date specified in this RFB. Any bids received after that hour and date will be returned unopened.

### **3. PRICE FOR SERVICES**

Bids should be placed using the Bid Pricing Sheet (Exhibit 2) provided in the RFB.

### **4. ADDENDA**

Any addendum issued before the date set forth for bid submittal shall be covered in the bid and shall be made a part of the contract. It is the responsibility of the Bidder to be aware of information issued in the form of an addendum. Receipt of any and all addenda issued shall be acknowledged by Bidder in the space provided on the Bid Pricing Sheet.

### **5. INTERPRETATION OF DOCUMENTS**

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

Any questions pertaining to the Scope of Work or the ONWASA Specifications should go to Mark Young, NWRWRF ORC/Supervisor, via email at [myoung@onwasa.com](mailto:myoung@onwasa.com)

### **6. WITHDRAWAL OF BID**

Any Bidder may withdraw their bid, either personally or by written request, at any time before the scheduled closing time for receipt of bids. Bids shall remain valid for a period of ninety (90) days after submittal.

### **7. AWARD OR REJECTION OF BIDS**

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

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

### **8. ISSUANCE OF CONTRACT**

A contract will be issued to the selected Bidder. ONWASA's terms and conditions for this type of work are provided in ONWASA's Standard Service Contract Language (Exhibit 3).

### **9. MINORITY BUSINESS PARTICIPATION AND NON-DISCRIMINATION**

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

## **10. INSURANCE**

Bidder must include with their bid a Certificate of Insurance showing coverage limits as outlined in ONWASA's Standard Service Contract Language (Exhibit 3).

## **11. CONTRACT ADMINISTRATION**

The selected Bidder will coordinate all activities with Mark Young, NWRWRF ORC/Supervisor, via email at [myoung@onwasa.com](mailto:myoung@onwasa.com). The selected Bidder shall receive approval from ONWASA before performing the work.

## **12. E-VERIFY/ IRAN DIVESTMENT**

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

**Exhibit 1**  
**SCOPE OF WORK**  
**NORTHWEST REGIONAL WATER RECLAMATION ROOF REPLACEMENT**

The Bidder shall provide all labor, equipment, and materials necessary to replace the roof at the NWRWRF located at 189 Mills Field Road, Richlands, NC.

Contractors are welcome to physically inspect the location before submitting a proposal. Please contact Mark Young, NWRWRF ORC/Supervisor, at (910) 545-6877 to arrange a suitable date and time.

All materials and work on this project shall conform to the following:

- a) Work shall be performed per all applicable State and local codes and regulations governing this project.
- b) All permits required to complete the project shall be obtained by the contractor before the start of work; the cost to do so shall be included in the Contractor's proposal.
- c) Entrance to this site is restricted; the work schedule must be coordinated with ONWASA to ensure access and minimize impact to daily operations.
- d) The contractor shall conduct the work in such a manner as to avoid damage to other site facilities. Any such damage shall be repaired by the contractor at no additional cost to ONWASA.
- e) Removal and disposal of existing roof materials.
- f) Replace with the installation of roofing materials with "like same" as existing. All materials must comply with proper building/wind/structural code and/or guidelines.
- g) Clean site of all construction materials upon completion of work.
- h) All bid submissions must be in writing and are due not later than **April 28, 2021, at 2:00 pm**. Bid submissions will be mailed to 228 Georgetown Rd, Jacksonville, NC; Attn: Robin King, REF: 2021 NWRWRF Roof Replacement.

**END OF SCOPE OF WORK**

**Exhibit 2**  
**2021 Northwest Regional Water Reclamation Facility Roof Replacement RFB**  
**Bid Pricing Sheet**

\_\_\_\_\_ (Bidder) will replace the roof listed in the Scope of Work (Exhibit 1) including all permits, parts, labor, restoration of area and any other cost below.

In submitting this Bid, Bidder represents that all copies of the Contract Documents and the following addenda have been examined:

Date	Number
_____	_____
_____	_____
_____	_____

Total roof replacement as described in the Scope of Work for \$ \_\_\_\_\_

By signing this 2021 Northwest Regional Water and Reclamation Facility Roof Replacement Bid Pricing Sheet the Bidder, if selected, agrees to perform the services listed in the Scope of Work (Exhibit 1) using the rates quoted on this Bid Pricing Sheet. The bidder hereby acknowledges that he has read, understands, and agrees to the conditions stated in ONWASA Standard Service Contract language (Exhibit 3).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**EXHIBIT 3**  
**ONWASA STANDARD SERVICE CONTRACT**  
**FOR 2021 NORTHWEST REGIONAL WATER RECLAMATION FACILITY ROOF REPLACEMENT**

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

ONWASA and Contractor agree as set forth below:

Request for Bids for 2021 Northwest Regional Water Reclamation Facility Roof Replacement dated April 14, 2021, is attached to, and hereby incorporated into, and made part of this Contract by reference (hereinafter referred to as "the work"). Each reference to this Contract shall be deemed to include all Exhibits and Addenda. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

**ARTICLE 1**  
**GENERAL**

- 1.1 Contractor represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and render the services described herein and has the requisite corporate authority and licenses required by law.
- 1.2 The Contractor, Contractor's employees, and subcontractors shall provide all labor and materials needed to perform and execute the work as outlined in the Scope of Work outlined in the RFB in accordance with Articles 2 and 3 of this Contract. Any work initiated by the Contractor prior to the execution of a Contract for Services will be at the Contractor's sole risk.
- 1.3 Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the Contractor shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.
- 1.4 Contractor's services shall be performed as expeditiously as necessary for the orderly progress of the work.
- 1.5 Contractor and ONWASA acknowledge that the Scope of Work described within the Request for Bids may not delineate every detail and minor work task required to be performed by the Contractor to complete the work authorized by the Scope of Work. If during the performance of the work authorized by this Contract, the Contractor determines that services outside the level of those originally anticipated are required, the Contractor shall notify ONWASA's designated representative in writing and obtain ONWASA approval before proceeding with the work. Any such additional work performed without obtaining prior approval from ONWASA's designated representative is at the Contractor's sole risk.
- 1.6 Upon mutual written agreement, the work described in the Scope of Work may be modified upon negotiated additional scopes of service, compensation, time of performance, and other matters related to the work. If ONWASA and Contractor cannot contractually agree, ONWASA shall have the right to immediately terminate negotiations at no cost to ONWASA and to procure services from another source.
- 1.7 The Contractor shall coordinate with the ONWASA's designated representative prior to and during the duration of the Contract.



**ARTICLE 2**  
**CONTRACTOR'S RESPONSIBILITIES**

- 2.1 The Contractor shall supply all labor and materials as needed to perform and execute the work described in the Scope of Work. In the event of incomplete, inaccurate, or defective work the Contractor agrees to immediately correct incomplete, inaccurate, or defective work at no further cost to ONWASA.
- 2.2 The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the work and will reimburse ONWASA for loss or damage to such property.
- 2.3 The Contractor shall be solely responsible for initiating, supervising, and maintaining all safety precautions in connection with the work provided under this Contract. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- 2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto all work shall be performed during regular working hours.
- 2.5 The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Contract. If the Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- 2.6 ONWASA will provide the Contractor with such permissions as required for access to the sites where the work shall be performed in a good and workmanlike manner and the worksites maintained free of trash and waste materials and left in same or better condition than before the work commenced. The Contractor shall supervise and direct the work and shall be solely responsible for and in control of the means, methods, procedures, techniques, and sequences of doing the work.
- 2.7 The Contractor shall maintain all records, documents, notes, and financial information related to the performance of the work in accordance with Generally Accepted Accounting Principles and Practices and shall provide ONWASA with copies of such information. Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

**ARTICLE 3**  
**ONWASA'S RESPONSIBILITIES**

- 3.1 ONWASA shall provide the Contractor with all criteria and full information as to ONWASA's requirements for the work, including objectives and constraints.
- 3.2 The timely provision of all available information, data, reports, and records to which ONWASA has access and which are needed by the Contractor for the performance of the work.
- 3.3 Advise the Contractor of the identity and Scope of Work of any other service providers employed by ONWASA to perform or furnish services related to or affecting the work.

- 3.4 ONWASA will respond within a reasonable time to the Contractor's requests for written decisions or determinations on the subject of the Contractor's services.
- 3.5 ONWASA will give prompt written notice to the Contractor whenever ONWASA becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Contractor's performance of the work under this Contract.
- 3.6 ONWASA shall designate a representative authorized to act on its behalf concerning the work. The authorized representative shall communicate decisions about documents submitted by the Contractor to avoid unreasonable delay in the orderly and sequential progress of the work.
- 3.7 Prompt notice shall be given by ONWASA to the Contractor if ONWASA becomes aware of any fault or defect in the work or nonconformance with the Contract.

**ARTICLE 4**  
**INSURANCE**

- 4.1 During the performance of the work under this Contract, the Contractor shall maintain the minimum levels of insurance shown below and is responsible for ensuring original certificates of such coverage are submitted to ONWASA directly from the insurance provider before performance. Policies shall list ONWASA as additional insured on all applicable policies. All policies shall be obtained from insurance companies that are duly licensed in the State of North Carolina to issue insurance policies for the limits and coverages so required, must cover the term of the Contract, and provide thirty (30) days advance written notice to ONWASA in the event of cancellation, expiration, or alteration.
  1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in the addendum, whichever is greater.
  2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  3. Workers' Compensation Insurance per statutory requirements and Employers Liability Insurance, with a limit of \$500,000 for each occurrence.
  4. Excess Liability/Umbrella Insurance, with a limit of \$1,000,000 per occurrence

In the event the Contractor is excluded from the requirements of the North Carolina Workers Compensation Act and does not voluntarily carry workers compensation coverage, the Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

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

**ARTICLE 5**  
**PAYMENTS TO THE CONTRACTOR**

- 5.1 ONWASA hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of the work following the Scope of Work and quoted prices as outlined in the Bid Pricing on a per invoice basis within 30 days of receipt of the Contractors invoice, subject to additions and deductions as provided in the Contract.

- 5.2 The Contractor shall invoice for work satisfactorily completed each month. Invoices shall include all sales taxes paid relative to the work, Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery.
- 5.3 ONWASA may withhold payments if ONWASA has received claims of lien by subcontractors for unpaid labor or materials if the work of the Contractor is defective if the Contractor fails to diligently pursue the work with reasonable dispatch, or if the amount requested is not consistent with the level of work performed.
- 5.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.
- 5.5 Unless otherwise stated herein, payments are due and payable thirty (30) days from the date of the Contractor's invoice.

**ARTICLE 6**  
**TERMINATION, SUSPENSION, OR ABANDONMENT**

- 6.1 The Contractor acknowledges that ONWASA is a governmental entity, and the Contract's validity is based upon the availability of public funding under the authority of its statutory mandate. If public funds are not appropriated for the performance of ONWASA's obligations under this Contract, then this Contract shall automatically expire without penalty to ONWASA thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds.
- 6.2 This Contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform per the terms of this Contract through no fault of the party initiating the termination.
- 6.3 In the event of termination that is not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, together with reimbursable expenses then due. This shall be the exclusive remedy for termination.
- 6.4 ONWASA shall have no liability to the Contractor for any delay or damage caused the Contractor due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 6.5 If termination or suspension occurs, the Contractor shall terminate or suspend performance of the work on a schedule acceptable to ONWASA.
- 6.6 In the event of noncompliance of any term or terms of this Contract by the Contractor, ONWASA may, at its sole option, declare the Contractor in default and terminate this Contract with not less than seven days written notice. Should ONWASA terminate this Contract due to the default of the Contractor, ONWASA may in addition to its other rights contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.
- 6.7 Force Majeure. If either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of any event which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, this Contract shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

**ARTICLE 7**  
**OTHER CONDITIONS OR SERVICES**

- 7.1 The terms of this Contract shall control any conflicting terms in any referenced document.
- 7.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.
- 7.3 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of the Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the work, including the loss of use resulting therefrom and breach of any of the successful Contractor's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of the Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable or arising out of the Contractor's breach of this Contract. Indemnification responsibilities created by this section shall survive and be enforceable after the Contract between ONWASA and the successful Contractor terminates or expires. The Contractor shall defend all suits and assume all liability for any claims made against ONWASA or any of its officials or agents for the use of any patented process, device, or article forming a part of the articles, equipment, or services furnished under this Contract.
- 7.4 This Contract shall be governed by the law of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 7.5 ONWASA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor the Contractor shall assign this Contract without the written consent of the other.
- 7.6 This Contract represents the entire and integrated agreement between ONWASA and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and the Contractor.
- 7.7 The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.8 Nondiscrimination Clause: No person in the United States shall on the grounds of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this project.
- 7.9 Minority and Female Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).

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

7.11 All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

ONSLow WATER AND SEWER AUTHORITY  
Attn: Finance and Purchasing Supervisor I  
228 Georgetown Road  
Jacksonville, NC 28540

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

**CONTRACTOR**

**ATTEST:**

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

\_\_\_\_\_

Secretary

Print Name/Title: \_\_\_\_\_

(SEAL)

**ONSLow WATER & SEWER AUTHORITY**

**ATTEST:**

By \_\_\_\_\_

\_\_\_\_\_

ONWASA CEO

Executive Assistant

(SEAL)

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

\_\_\_\_\_  
Finance Officer

**Exhibit 4  
E-VERIFY AFFIDAVIT**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity identified as the "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

Employer employs the following number of employees in this State (check which is applicable):

- |                              |                             |
|------------------------------|-----------------------------|
| a. Less than 25 _____        | b. Between 25 and 100 _____ |
| c. Between 100 and 500 _____ | d. 500 or more _____        |

4. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Onslow Water & Sewer Authority Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

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

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

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

|||  
(Affix Official/Notarial Seal)