



# **Request for Qualifications**

**For**

**Design-Build Services**

**For**

**Inclusive Playground for Jennings  
Park**

**141 Deitz Rd., Statesville, NC 28625**

**23-655-RFQ-02**

**Submission Deadline**

**3:00 PM, Tuesday, June 27, 2023**

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**FOR ALL QUESTIONS CONCERNING SUBMISSIONS**

*~Contact~*

**Mrs. Antonia Stines**

Purchasing Officer

200 S. Center St. Box 788

Statesville, NC 28677

[antonia.stines@co.iredell.nc.us](mailto:antonia.stines@co.iredell.nc.us)

## **I. Intent**

The intent of this Request for Qualifications (RFQ) is to select under a single contract professional, qualified firms with significant and current experience in the development, design, and construction of playground sites as well as the incorporation of inclusive playground equipment design and installation that culminates into the creation of an inclusive recreational playground space of approximately 7,000 square feet in Jennings Park.

## **II. Firm Qualifications**

The selected firm's assigned project staff must be experienced in all phases of planning, design, construction and regulatory compliance requirements of similar public facilities; have extensive knowledge of the regulations governing the design/build in the State of North Carolina; and have a proven capability to effectively and efficiently produce a successful project consistent with, and meeting the needs of, the goals outlined by Iredell County.

The lead Design/Builder will be expected to provide concurrent design and construction turnkey activities for this project resulting in a finished, fully usable facility that satisfies all project requirements and contract terms. The Design/Builder, as the sole responsible source for total project compliance and construction related performance will hold all design professionals, testing services, trade contractors and trade supplier contracts.

Awarded design build team providing architectural and engineering services must be appropriately licensed in North Carolina under this contract and contractor services must be performed by a licensed general contractor. Certifications are to be submitted with the proposal.

## **III. Project Summary**

Pursuant to N.C. Statute Sec. 143-128.1(A), Iredell County is soliciting sealed proposals from qualified Design/Build teams interested in providing professional design services and construction services for an inclusive playground for the Iredell County Parks & Recreation's Jennings Park. Three proposals must be received in order to award a contract from this solicitation. This Request For Qualification provides complete information on the services being sought, the submittal requirements and timeline.

The Jennings Park Inclusive Playground will be a new recreational amenity at Jennings Park in Statesville, NC. Jennings Park is a 69-acre facility located at 141 Deitz Road, north of Statesville. This property currently has four baseball fields, restroom/press box building, one picnic shelter, ropes challenge course, and a few small maintenance/storage sheds. The majority of the park is undeveloped at this time. Jennings Parks is planned to undergo a large-scale park development and redesign project, with site work expected to begin in early summer 2023. While the existing ropes challenge course will remain as-is, the existing baseball fields will be relocated and updated. Additionally, new amenities and facility offerings will include: 4 multi-purpose fields, lights for all fields, two new restroom/concession buildings with picnic areas (one will include a second-story press box), pickleball courts, additional picnic shelters, disc golf course, and an **inclusive playground**.

Iredell County Parks and Recreation has chosen to go with the Design Build Method for various reasons. Two of which are possibly project cost savings and shortening completion time. Also we feel the design-build method requires companies to know about the functions of inclusive elements, Principles of Universal Design, and how they would work in a setting, providing a functional and enjoyable playground.

The estimated budget is \$600,000 for completion of this project including design, construction, and all other costs and fees. Example of total costs include construction related expenses; architectural programming, design and construction related services; testing services; public jurisdiction fees and charges; permits; and all other building related professional service fees necessary to fully complete the project. By submission of a proposal, all potential design-build teams attest they agree to this maximum budget restriction.

#### **IV. Scope of Services Required**

The goal of this project is to provide a comprehensive design inclusive of all of the following elements: compacted stone base installation, concrete borders, rubberized fall surface, inclusive playground elements, shade structures, playground signage, benches, and trash/recycle receptacles.

The firm is requested to provide the following services:

1. Cost estimation: Firm shall provide budgetary costs for the development of the site to include planning costs and contingency.
2. Project Management, Meetings, Public Engagement
  - a. Attend meetings, as required, with County staff and project stakeholders
  - b. Conduct and lead public meetings to share information and gather feedback at key points during the design phase
  - c. Conduct and lead presentations to the Board of Commissioners, when necessary.
  - d. Design Workshops: Firm will host 2 design workshops in partnership with Iredell County Parks and Recreation and the Recreation Advisory Board to provide feedback on play structures and colors used in the playground design.
  - e. Third party inspection after installation, paid by Contractor. Iredell County Parks & Recreation Director needs to be informed of selection for final review and approval.
  - f. Insurance to meet Iredell County requirements which includes endorsing Iredell County as additional insured and Worker's Compensation regardless of number of employees.
3. Design and permitting of the site work of the project to include the following:
  - a. Site Design
    - i. Site area approximately 7000 square feet +/-
    - ii. Landscaping around playground site to include beautification and shade trees
    - iii. Surface and subsurface drainage of site
    - iv. Fine grading of the site
    - v. ADA accessible pathways from existing ADA parking area, picnic shelter and restroom
    - vi. Bench seating and trash/recycle receptacles on concrete pads that are all ADA accessible
    - vii. Fencing around play area
  - b. Playground Design and Installation
    - i. Firm shall work in coordination with the playground equipment to determine and incorporate site design requirements for the installation of playground
    - ii. Approximately 7,000 square feet of playground space
    - iii. Playground shall have a pour-in-place surfacing, full-depth bonded rubber fall surface (includes compacted stone sub-base). The design shall confirm the extent of the use zones and the required depth and distance to meet the critical fall heights as specified by the CPSC ASTM standards.
    - iv. Appropriate seating and shade to be considered in play area
    - v. Equipment shall include appropriate areas for ages 2-5 and 5-12 and must meet minimum ADA standards and exceed where possible

#### 4. Minimum Playground Elements

As part of the design build team, the selected firm will work closely with Iredell County Parks and Recreation staff to develop and implement a design to meet the goals for the project. The firm will also work with staff to address any public concerns about the project. The project should result in an All-Inclusive playground that meets and challenges the abilities of children between the ages of two to twelve years old based on the Principles of Universal Design.

Below is the list of elements Iredell County Parks & Recreation are looking to implement. As this list only conveys a “wish list” the final decision for the selection will be approved by the Parks & Recreation Director.

### Jennings Park Inclusive Elements List

Poured in place surfacing (multi-colored)  
 Arch Swing Frame  
 Short tunnels  
 Integrated shade  
 ADA crow's nest with half panel

Music play  
 Wide ramps  
 Climb & discover cave  
 Accessible site furnishings  
 ADA swing for adult

MERRY GO ROUND	Accessible Whirl
	Inclusive Orbit
	Inclusive Whirl
	Turnabout Spinner
	Universal Carousel
	Wheelchair accessible Merry-go-round

ZIP	Sky Run Zip Track
	Zip Venture Freedom
	Zoom Track

GLIDER	Rockin' Glide
	Inclusive Buddy Buggy
	Cruiser
	Rail Rider
	Aero Glider <i>(as part of the play structure)</i>

PANELS	Activity / Sensory Panels
	Braille
	Sign language

SLIDES	Big slide
	Little slide

NO	Motion spring toys
	Roller slides

SWINGS	Belt Swing
	Tot Swing
	Bucket Swing
	Enclosed Tot Swing
	Mommy & Me Swing
	Expression Swing
	See Me Swing
	Generation Swing
	Inclusive Swing Seat
	ADA swing
	Freedom Swing
	Zero-G Chair
	Accessible Swing Seat
Inclusive Team Swing	
Multi-User swing	
Arch Swing	
Team Swing	

MONKEY BARS	Loop challenge
	Ring Trek
	Tri-rung ladder
	Loop rung

## V. Proposal Format

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals. The evaluation panel may revise the elements by adding or removing elements as it deems appropriate and redistributing the points for each element.

Proposals should be organized into the following Sections:

- A. Team Experience and Availability: Include a brief summary of your firm, identify key staff members, and describe your experience in designing comparable projects. This section should include any previous experience working with the design and construction of inclusive/recreational playgrounds as well as previous experience working with local government. Include examples of similar projects completed by the project team, and a list of all references. For each project listed, please include:
- the name of the entity,
  - size of the playground,
  - number and description of inclusive elements and
  - the name and contact information of the person who would be familiar with the work performed.

Note: Must certify that each licensed design professional who is a member of the design-build team, including subconsultants, is selected through the qualification-based selection method required under the Mini-Brooks Act.

- B. Team Organization: Provide an organizational flow chart of the project team, annotated with a description of relevant qualifications possessed by key personnel. Identify the project lead and that person's availability. If applicable, please describe coordination and relationships with subconsultants.

Note: **Substituting Key Personnel** - If a project team member, or subconsultant, makes a personnel change, or similar change of significance after award, the firm **must** notify Iredell County for approval.

- C. Project Approach: A statement of your firm's project approach. Include potential challenges, expected issues of concern, and a proposed schedule of completing the tasks identified within the RFQ. In addition, answers shall be provided to the following questions:
- How does your firm consider operations and staffing needs when designing a park?
  - How does your firm accelerate the design and construction process without sacrificing quality?
  - How does your firm handle project cost control during the design and construction process?
- D. Insurance Requirements: Affirm that company understands the certificate of insurance requirements which identifies current levels of professional liability insurance. Only the selected company will be required to submit a valid certificate of insurance.
- E. Fee Schedule: Shall include a fee schedule (hourly rate) of services to be provided by staff members. Please note, firms may submit prior work product that shows their competence in park and playground design and construction. However, firms may NOT submit work products or designs for the project described in this RFQ. Firms can NOT submit an estimated total fee, total contract price, or an estimation of hours involved in completing the project in response to this RFQ.

Proposals submitted by the deadline will be evaluated by a selection committee comprised of representatives of the Iredell County Parks and Recreation Department and the Iredell County Planning Department, a Sub-Committee from the Recreation Advisory Board will review the proposals and vote in the event of a tie. Each firm will be evaluated based upon the matrix below. The county, at its sole discretion, may interview firms.

<b>Criteria</b>	<b>Weight</b>	<b>B (Score) (1-5)</b>	<b>A x B (Weighted score)</b>
Overall quality of the professional qualifications of the firm	30%		
Proposed approach and methodology for Park and Playground Landscape Design	25%		
Previous project descriptions of Park and Playground Landscape Design	25%		
Proposed schedule for completing tasks Identified	20%		
<b>Total</b>	<b>100%</b>		

Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 - 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3 points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets with significant gaps (compromise required)
- 1 point: Does not meet

The points for each criteria component will be multiplied by the percentage weight listed above and totaled.

**VI. Project Timeline**

The proposed key activities and milestone dates for the project include:

<u>Activity</u>	<u>Milestone Date</u>
RFQ Announced and Distributed	6/8/2023
Deadline for Respondent Questions	6/15/2023 at 3:00 PM
Sealed Proposal Submission Deadline	6/27/2023 at 3:00 PM
Firm interviews and site visits	TBD – July, 2023
Presentation of Selected Company to Board	TBD – July/August
Firm Selected, negotiated price	TBD – August, 2023

**VII. Submission of Proposal Packages**

- a. Any and all cost incurred by respondents in preparing or submitting a statement of qualifications for the project shall be the respondents' sole responsibility.
- b. All submissions, responses, inquiries or correspondence relating to this RFQ will become the property of Iredell County when received.
  - c. Written questions regarding this Request for Qualifications will be accepted through **3:00 PM, Thursday, June 15, 2023**
  - d. Questions received by the deadline date and time will be answered by addendum and sent to all known recipients and posted to Iredell County's online bid page at <http://www.co.iredell.nc.us/481/Current-Bids- RFPs>.  
\*\*\*Contact with other County Staff during this RFQ process may be grounds for disqualifications
- e. Iredell County reserves the right to: accept or reject any and all submissions received in response to this Request for Qualifications; to cancel the RFQ process at any time; to request additional information or clarification of information provided in a response without changing the terms of the Request for Qualifications; to elect not to proceed with any of the respondents; to modify the scope of the work; to re-solicit RFQs; or choose not to award for any reason.
- f. Qualifications Submittals shall include One (1) complete qualifications package in hardcopy, 8 1/2" x 11", side bound (or single stapled – left upper corner) with Table of Contents and reference tabs for key sections. Submittals shall not exceed twenty (20) pages single-sided, or ten (10) pages double-sided (\*\*Front/back covers, table of contents, tab pages and photographs are excluded from these page totals).

**AND**

  - 1. One (1) electronic copy on USB Drive.

In all cases and regardless of delivery method, delivery of packages to the Purchasing Officer by the specified due date and time are the sole responsibility of the company. To be considered, submissions must be received at the Purchasing Office no later than **3:00 PM, Tuesday, June 27, 2023.** **\*\*\*Regardless of reason, late submissions will not be considered.**

If delivered in person or by FedEx/UPS:  
Iredell County  
Attn: Mrs. Antonia Stines, CLGPO  
Purchasing Officer  
200 South Center Street  
Statesville, North Carolina, 28677

If by USPS:  
Iredell County  
Attn: Mrs. Antonia Stines, CLGPO  
Purchasing Officer  
PO Box 788  
Statesville, North Carolina, 28687

## **VIII. CONFIDENTIALITY OF DOCUMENTS**

North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Qualifications are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a “trade secret”, provided it meets the specific conditions as outlined in §132-1.2(1)a-d.

Iredell County will attempt to withhold from public disclosure, or redact documents or information, designated “confidential trade secret” that clearly meet the conditions of NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, Iredell County shall not be held responsible for any information that is released nor shall Iredell County be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked “confidential” or “trade secret” in its entirety may be rejected at the sole discretion of Iredell County.

## **IX. Proposal Evaluation and Selection Process**

1. Iredell County intends to select the most qualified firm(s) on the basis of best overall qualifications package that, in its sole opinion, is most advantageous to the County.
  - It is the policy of Iredell County that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.
2. The Evaluation Committee (the Committee) will be appointed to evaluate each qualifications package. The Committee will identify strengths, weaknesses, deficiencies and risks associated with each Firm according to the above-described criteria and point system.
3. A proposal with all the requested information does not guarantee the proposing Firm to be a candidate for additional consideration. The Committee may contact references to verify material submitted by the Firm.
4. The ranking of proposals and recommendation of any Firm is the sole responsibility of the Committee. Selection may be based solely on the individual merits of one Firm depending on the findings and opinion of the Committee or the Committee may choose to create a short-list of firms for further evaluation and consideration.
5. If a short list is created, the Committee may choose to schedule interviews with any, all, or none of the selected Firms. If interviews are to be held, selected Firm(s) will be given the opportunity to bring in their interview team to discuss their qualifications, past experience and proposed work plan in more detail.

The Firm’s interview team must include the Firm’s project team members expected to complete a majority of work on the project, but no more than six members. The interview shall consist of a presentation of up to thirty minutes (length will be provided by the



Committee) by the Firm, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The Committee may record the interviews for review. Interviewed Firms will then be re-evaluated according to the above criteria, and adjustments to scoring made as appropriate.

6. Manager/Board Approval and Contract Negotiation/Execution:

The Committee's recommendation of the highest rated Firm will be presented to the County's Board of Commissioners for approval and authorization to begin negotiations for an agreeable contract and fees. If after discussion and negotiation, a mutually agreeable agreement and fee is not successful, negotiations will be terminated and the County may enter into negotiations with the second highest rated firm, and so on. Purchase order will be issued for the final negotiated contract price.

7. Governing Laws: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

8. The company submitting proposals will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.

9. E-VERIFY: E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Therefore, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Iredell County, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor's, or its subcontractor's, compliance with Article 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

10. **IRAN Divestment Act** (N.C.G.S. 147 Article 6E) prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Article requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from

contracting with state agencies and local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed Bid in response to this solicitation indicates contractor's understanding of the requirements of this act and will serve as certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.

11. **Divestment From Companies Boycotting Israel Act** (NC G.S. 147, Article 6G) prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

12. **TERMINATION:** Iredell County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.
13. All Firms who submit Statement Of Qualifications will be notified of the selection results.
14. Certificate of insurance must be submitted prior to start of work from selected company. Insurance requirements provided at the end of this document. Including endorsing Iredell County as additional insured.

**DESIGN-BUILD TEAM DECLARATION STATEMENT**

**(Include a signed copy of this form in the Sealed Statement of Qualifications submittal)**

1. We (the submitting Design-Build entity) certify that each licensed design-build team member including design professionals and sub-consultants included in this submittal was selected based upon demonstrated competence and qualifications in the manner provided in the State of North Carolina’s General Statute on procurement of construction services (G.S. 143-64.31.)
2. We certify that our Design-Build entity’s “Designer(s) of Record” have current North Carolina Architectural and/or Engineering license(s) as appropriate for their portion of the design work.
3. We certify that our Design-Build entity’s “Builder” has a current North Carolina Contractor’s unlimited license.
4. We certify that our firm/company will have and maintain liability insurance coverage for a total of \$1 million/occurrence & \$1 million/general aggregate for commercial general liability, and not less than \$1 million per claim for commercial business automobile liability.
5. We certify that we will have coverage for professional liability and errors and omissions by all Designer(s) of Record / Design Professionals of not less than \$1 million per claim
6. We certify that our firm has sufficient bonding capacity to provide Performance and Payment bonds with coverage of each equal to the total cost of the project.
7. We certify that our firm/company/personnel have/has no potential or actual conflict of interest to report and that no relationships, transactions, circumstances or positions held are believed to contribute to any such conflict of interest.
8. I hereby certify that the information set forth in this declaration is true and complete to the best of my knowledge.

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*(Authorized Signature and Title)*

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*(Design-Build Entity Name and Date)*

By signature on this Qualification, responders certify that they comply with:

- a. The laws of the State of North Carolina.
- b. All terms and conditions set out in this RFQ
- c. A condition that the Qualification submitted was independently arrived at, without collusion, under penalty of perjury.
- d. Acceptance of and agreement to fulfill the insurance and risk requirements set forth in this document.
- e. That their bids, if applicable, will remain open and valid for at least **90 days**.

If any responder fails to comply with sections [a] through [e] of this paragraph, Iredell County reserves the right to disregard the Qualification, terminate the contract, or consider the Firm/Team in default.

## Insurance Requirements

Selected Firm/Team shall maintain insurance not less than the following:

The Contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate).
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate.
- Workers Compensation: Statutory limit as required by the Workers Compensation Act of North Carolina. **All Contractors or Sub-Contractors regardless of the number of employees require Workers Compensation.**
- Professional Liability: \$1,000,000 combined single limit.

The Contractor's insurance shall be primary over any applicable insurance or self- insurance maintained by the County.

The Contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for Sub-Contractors of the Contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises, which the parties may be held liable by reason of negligence.

The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

## **RISK CONTROL**

The Contractor shall be required to comply with all state and federal laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All Sub-Contractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

Certificate Holder address should read:

Iredell County  
200 South Center Street  
Statesville, NC 28677

E-VERIFY CERTIFICATION

I, \_\_\_\_\_ (the individual signing below), being duly authorized by and on behalf of \_\_\_\_\_ (the Company, Contractor or Vendor entity hereinafter "Employer") hereby certify the following:

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 North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
  
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

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Signature of Certifying Official \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_