



## General Services Administration

☎ 919 856 5777

☎ 919 856 6478

**General Services Center**  
401 Capital Blvd. • Raleigh, NC 27603  
wake.gov

### NOTICE TO BIDDERS

DEPARTMENT and DIVISION: GSA - Field Services

PROJECT IDENTIFICATION: RFB #24-073 - Wakebrook 111 - Basketball Court Fence Replacement

PROJECT CITY or LOCATION: Wake County, NC

PROJECT NARRATIVE:

Wake County General Services Administration is soliciting bids for the removal and replacement of the existing basketball court fencing and gates. The existing fence is 10' in height and approximately 365 linear feet. The new fence is to be 14' in height. There are two swing gates for personnel use and one sliding gate for emergency vehicle access. The base bid project scope includes reusing the existing swing gates, fence panels and mesh. The alternate bid scope includes removing all existing fence and constructing a new fence.

#### BASE BID SCOPE OF SERVICES – REUSING THE EXISTING FENCE PANELS, PERSONNEL GATES & MESH :

- Provide labor, services, materials, equipment, and tools necessary for installation of 365 LF of 14' high fencing at basketball court.
- Install temporary orange mesh safety fencing around perimeter of work area as shown on plans. Contractor to maintain fencing throughout the duration of the project.
- Contractor to field verify dimensions of existing conditions.
- Remove and retain existing fence panel framing and mesh.
- Remove existing fence posts and concrete footings.
- Provide new fence posts and concrete footings in the same location as existing, as scheduled in structural drawings below.
- Splice new fencing panels to top of existing to meet required height.
- New mesh panel gauge and pattern to match existing. Samples to be provided for review and approval.
- Ensure all horizontal framing members are installed on the outside of the court
- Access gates to be maintained in locations as existing.
- Swinging personnel gates can be maintained as 10' high with fixed fencing panel spanning above as required.
- Provide pricing for new 14' tall sliding gate with new track and motor as required.
- Seeding and mulching of all disturbed areas within Site Contractor work limits.
- All work shall be completed as detailed in the contract, drawings, and pre-bid meeting upon receipt of a notice to proceed document.
- Contract bid shall be on a lump sum (total price) basis.
- The contract may become null and void if the work is not performed within agreed upon dates.
- Contractor shall be responsible for removal of all equipment, debris, and trash from site at project construction completion.
- All work included in this contract shall be completed within sixty (60) calendar days of the notice to proceed.

ALTERNATE BID SCOPE OF SERVICES – CONSTRUCTING NEW FENCE:

- Provide labor, services, materials, equipment, and tools necessary for installation of 365 LF of 14' high fencing at basketball court.
- Install temporary orange mesh safety fencing around perimeter of work area as shown on plans. Contractor to maintain fencing throughout the duration of the project.
- Contractor to field verify dimensions of existing conditions.
- Remove and properly dispose of existing fence panel framing and mesh.
- Remove and properly dispose of existing fence posts and concrete footings.
- Provide new fence posts and concrete footings in the same location as existing, as scheduled in structural drawings below.
- Install new fencing panels to match existing design and meet new height requirement.
- New mesh panel gauge and pattern to match existing. Samples to be provided for review and approval.
- Ensure all horizontal framing members are installed on the outside of the court.
- Access gates to be maintained in locations as existing.
- Swinging personnel gates can be maintained as 10' high with fixed fencing panel spanning above as required.
- Provide pricing for new 14' tall sliding gate with new track and motor as required.
- Seeding and mulching of all disturbed areas within Site Contractor work limits.
- All work shall be completed as detailed in the contract, drawings, and pre-bid meeting upon receipt of a notice to proceed document.
- Contract bid shall be on a lump sum (total price) basis.
- The contract may become null and void if the work is not performed within agreed upon dates.
- Contractor shall be responsible for removal of all equipment, debris, and trash from site at project construction completion.
- All work included in this contract shall be completed within sixty (60) calendar days of the notice to proceed.

**PROPOSAL:**

Please provide a proposal for the above Scope of Services. An estimate of costs using the attached [ESTIMATE SHEET](#) should be included. Also, please include a project schedule with an estimated time frame for completion of installation.

**\*\*\* A NON-MANDATORY PRE-BID WILL BE HELD AT 111 SUNNYBROOK RD, RALEIGH, NC 27610 \*\*\*  
10:00AM THURSDAY, AUGUST 15, 2024**

**\*\*\*QUESTIONS RELATED TO THIS PROJECT SHOULD BE SUBMITTED BY E-MAIL TO [RALF.MAST@WAKE.GOV](mailto:RALF.MAST@WAKE.GOV) BEFORE\*\*\*  
3:00 PM WEDNESDAY, AUGUST 21, 2024**

**\*\*\*SEALED PROPOSALS SHOULD BE SUBMITTED TO THE WAKE COUNTY PURCHASING DEPT, WAKE COUNTY  
JUSTICE CENTER, 301 S. MCDOWELL STREET, SUITE 2900, RALEIGH, NC 27601 BEFORE\*\*\*  
2:00 PM THURSDAY, AUGUST 29, 2024**

ESTIMATE SHEET FOR WAKE COUNTY

The contractor agrees to furnish all materials, equipment, and labor necessary to complete the scope of work described in this document and to complete the work to the full and entire satisfaction of the County of Wake for the sum of:

**BASE BID: \$** \_\_\_\_\_ **Dollars**

Respectively submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(Contractor's Name)*

Federal ID#: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Owner, partner, corp. Pres. Or Vice President)*

\_\_\_\_\_  
*(Proprietorship or Partnership)*

Address: \_\_\_\_\_

Attest: *(corporation)*

Email Address: \_\_\_\_\_

*(Corporate Seal)*

By: \_\_\_\_\_ License #: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Corporation, Secretary./Ass't Secretary.)*

# PROJECT SPECIFICATIONS



EXISTING 10' FENCE



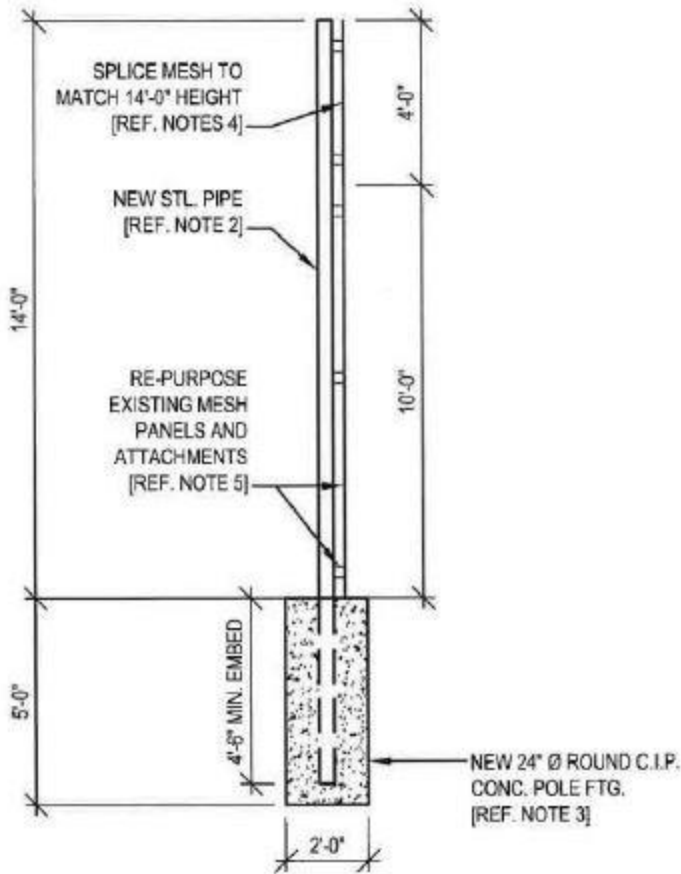
EXISTING SWING GATE



EXISTING SLIDING VEHICLE GATE

**NOTES:**

1. EXISTING CONDITIONS SHOWN ARE BASED UPON OBSERVATIONS MADE DURING A SITE VISIT ON 02/21/24. THE FOLLOWING ARE TYPICAL DETAILS, AND ALL DIMENSIONS TO BE CONFIRMED BY GC PRIOR TO CONSTRUCTION OR ORDERING MATERIALS.
2. ALL EXISTING POSTS AND FOUNDATIONS TO BE DEMOLISHED AND NEW POSTS ARE TO BE AS FOLLOWS:
  - 2.1. INTERIOR (IN-LINE) POSTS TO BE A MINIMUM 4" SCH. 40 STEEL PIPE.
  - 2.2. END (TERMINAL) AND CORNER POSTS TO BE A MINIMUM 5" SCH. 40 PIPE.
  - 2.3. ALL NEW POSTS AND CONNECTIONS TO RECEIVE POWDER COATING OR GALVANIZING PER ARCHITECTURAL REQUIREMENTS.
3. ALL CONCRETE TO BE A MINIMUM 3000 PSI 28-DAY COMPRESSIVE STRENGTH.
4. NEW WIRE MESH FENCE PANELS AND SUPPORTS TO MATCH EXISTING AND ARCHITECTURAL REQUIREMENTS.
  - 4.1. ATTACHMENT OF WIRE MESH PANELS AND SUPPORTS BY FENCE MANUFACTURER.
5. GC TO TAKE CARE TO NOT DAMAGE WIRE MESH PANELS AND SUPPORTS DURING FENCE DEMOLITION SO THEY CAN BE RE-PURPOSED. ANY DAMAGED ITEMS TO BE REPLACED, MATCHING EXISTING AND ARCHITECTURAL REQUIREMENTS.



**FENCE POST REPLACEMENT TYPICAL DETAIL**  
SCALE: 1/4" = 1'-0"



**MCKIM & CREED**  
4500 Edwards Mill Road, Suite 209  
Raleigh, North Carolina 27612  
Phone: (919) 233-6061, Fax: (919) 233-6031  
NC License # 1222  
www.mckimcreed.com

**WAKE BROOK FENCE MODIFICATIONS**  
111 SUNNYBROOK RD, RALEIGH, NC 27616

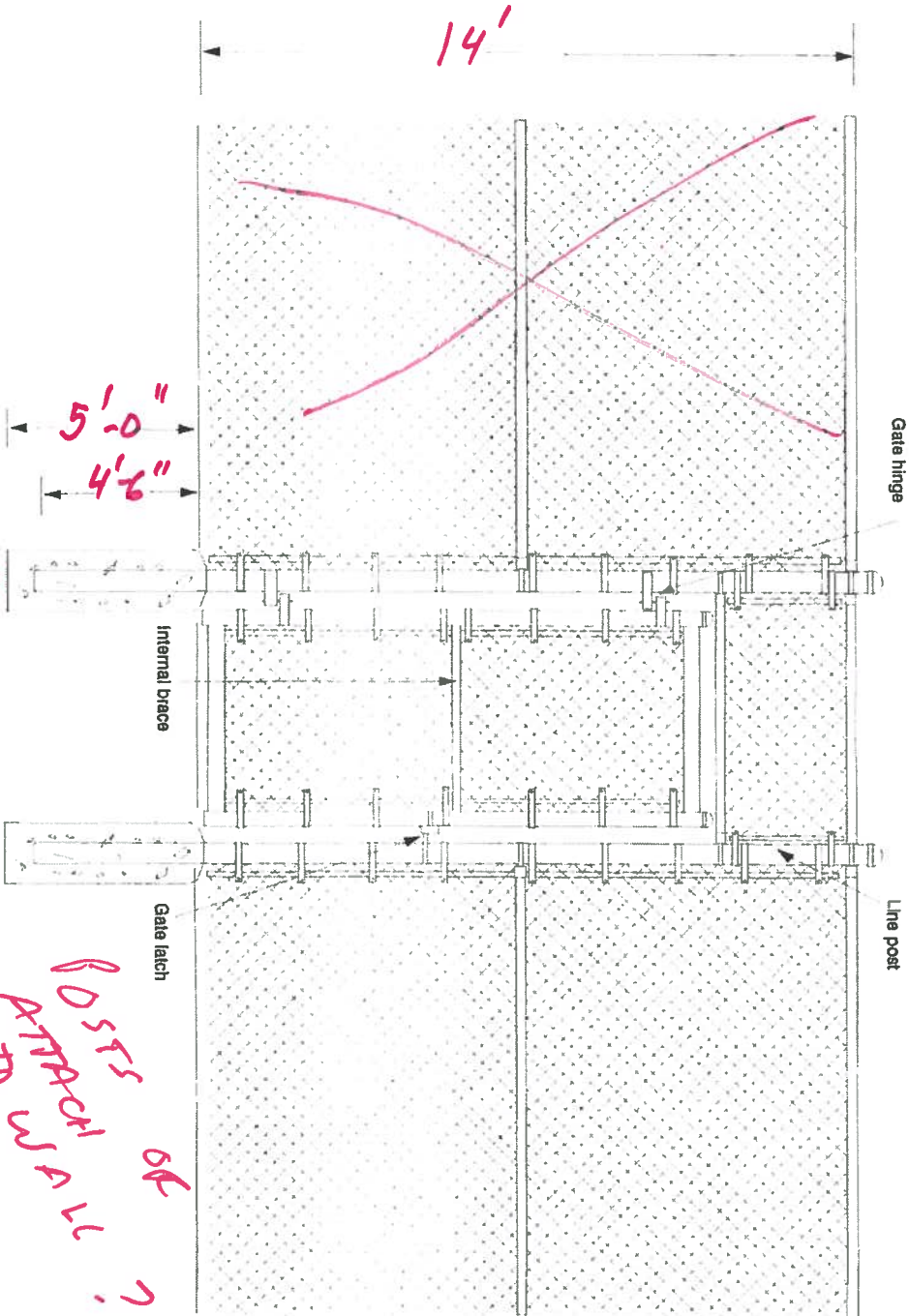
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**REPLACEMENT OF ALL POSTS**

DATE: 03/12/24	<p><b>S2</b></p> <p>ISSUE FOR CONSTRUCTION</p>
SCALE: 1/4" = 1'-0"	
DESIGNED: [initials]	
CHECKED: [initials]	
ISSUED: [initials]	
STATUS:	ISSUE FOR CONSTRUCTION

**CHAIN LINK FENCE DETAIL**

Single Swing Gate, 10-12 ft Height with Transom  
Not to Scale



VERIFY ± 23'  
← 4 EQUAL →

POSTS OF  
ATTACH TO  
W/ST ?

Fabric: Same as adjoining fence fabric

	o.d.	Wall	Wt. per ft.	Length
Gate frame	1.660	.140	2.27	-----
Internal brace	1.660	.140	2.27	
Gate post	<del>4.00</del>	.226	9.11	10'

5.00

Notes: Infill to be Rivernill welded wire

REV OF 1

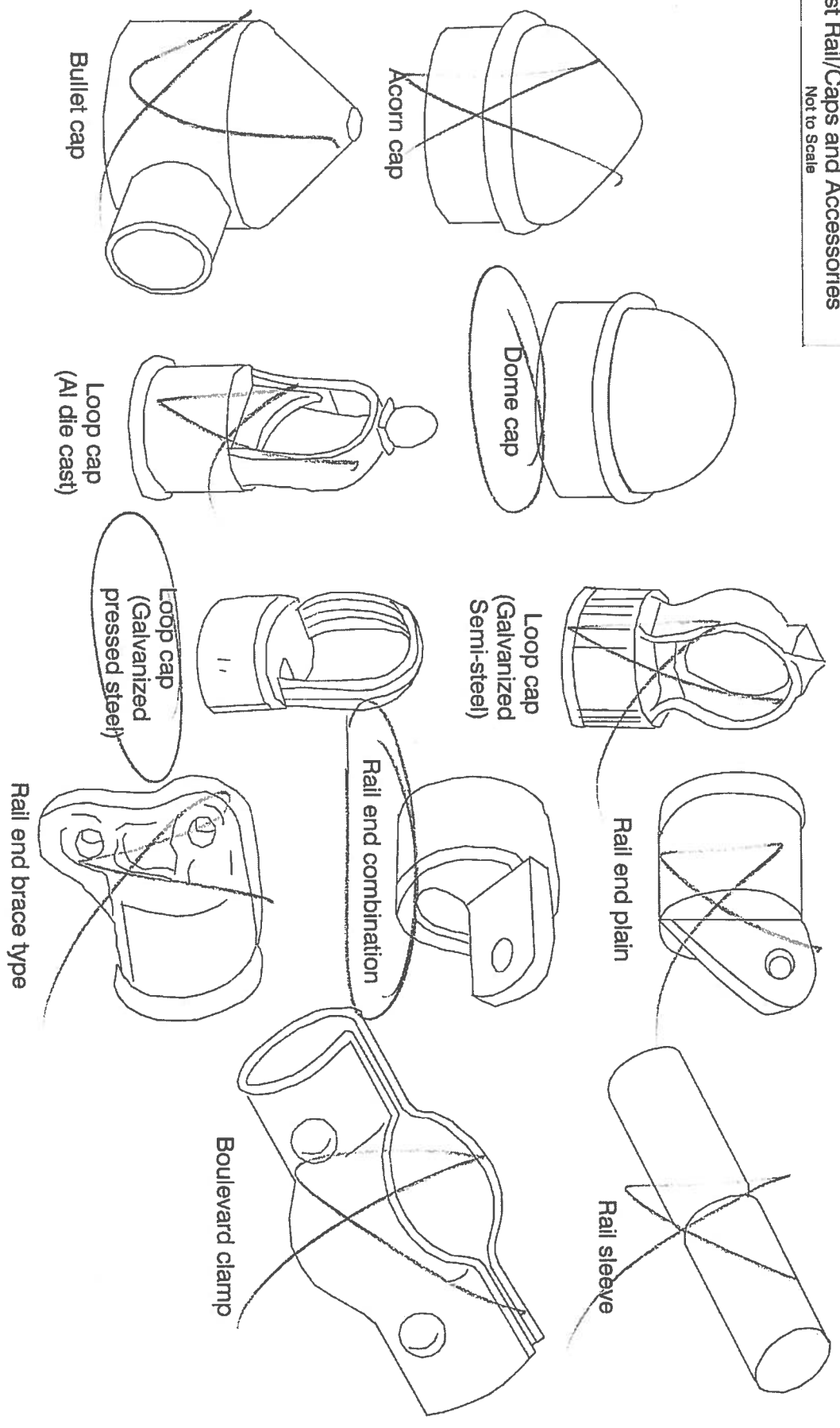
Computer drawing copyright 1999

Project		Drawing No.	
Sunnybrook Bed Expansion		CLF	
Owner	UNC Hospitals	General Contractor	Riley Contracting
Submitted by	Fye Fence Co.	Date	06/16/15
Southeastern Wire, P.O. Box 1968, Tampa, FL 33601			41

# CHAIN LINK FENCE DETAIL

## Post Rail/Caps and Accessories

Not to Scale



Material	Description (including coating requirements)
Terminal post cap	4" heavy gauge vinyl coated galv steel
Line post cap	4" heavy gauge vinyl coated galv steel
Rail sleeve	N/A
Rail end	1-5/8" combination vinyl coated galv steel

Notes:

Computer drawing copyright 1999

Project	Owner	General Contractor	Drawing No.
Sunnybrook Bed Expansion	UNC Hospitals	Riley Contracting	ACC
	Submitted by FYE Fence Co.	Date 6/16/15	2
Southeastern Wire, P.O. Box 1968, Tampa, FL 33601			

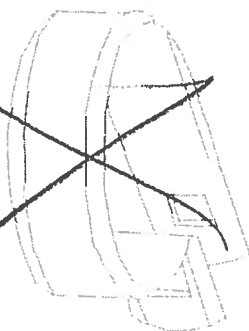
# CHAIN LINK FENCE DETAIL

Miscellaneous Fittings

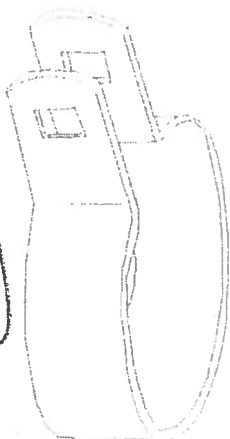
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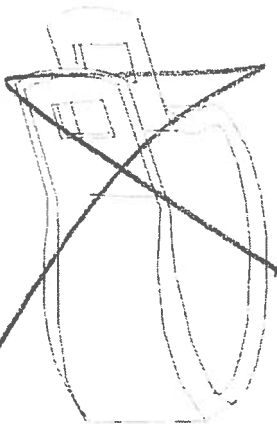
Heavy Tension Band



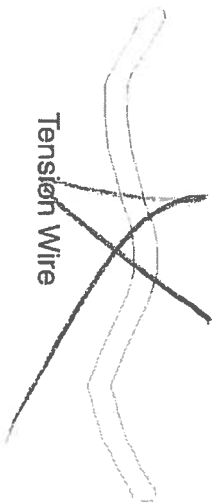
Beveled Tension Band



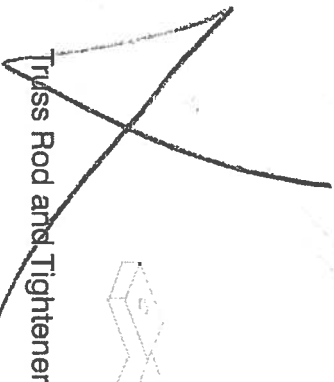
Heavy Brace Band



Beveled Brace Band



Tension Wire



Truss Rod and Tightener



Tension Bar



Hog Ring



Carriage Bolt and Nut

Material Description (including coating requirements)

Tension Bar 3/16" x 3/4" x 14' vinyl coated galv steel

Tension Band 14 gauge vinyl coated galv steel

Brace Band 12 gauge vinyl coated galv steel

Tension Wire N/A

Wire Tees 9 gauge x 8-1/4" galvanized steel

Truss Rod and Tightener N/A

Carriage Bolt and Nut 5/16" x 1-1/4" galvanized steel

Notes:

Computer drawing copyright 1999

Project Sunnybrook Bed Expansion

Drawing No.

Owner UNC Hospitals

General Contractor Riley Contracting

Submitted by Frye Fence Co.

Date 06/16/15

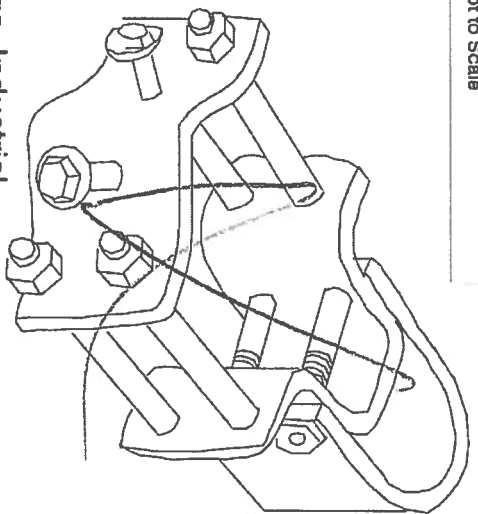
Southeastern Wire, P.O. Box 1968, Tampa, FL 39601

ACC

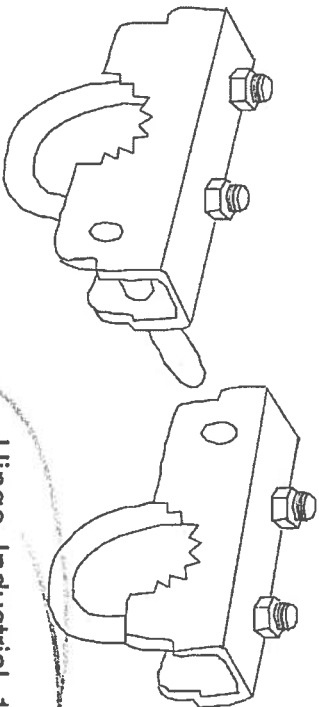
3

**CHAIN LINK FENCE DETAIL**

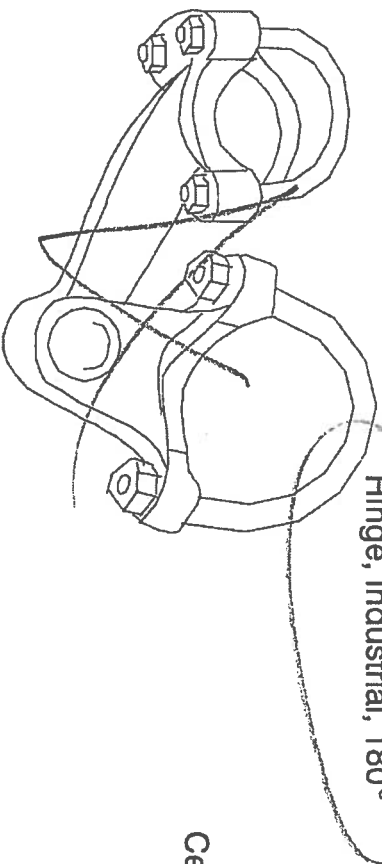
Gate Accessories  
Not to Scale



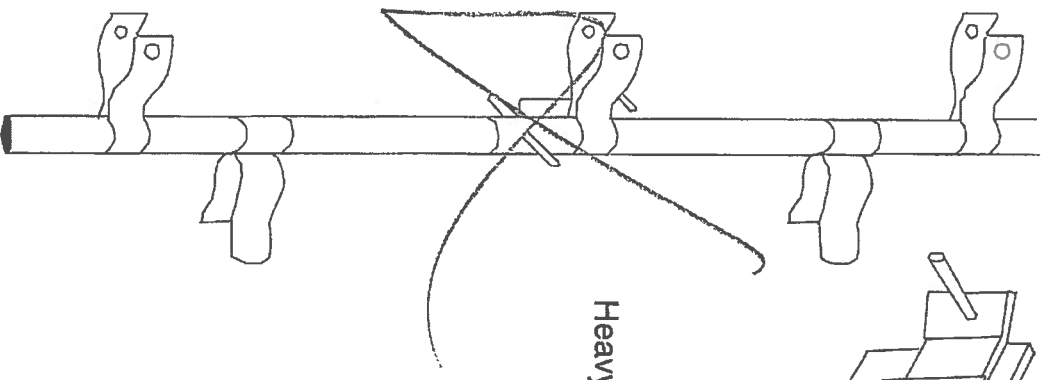
Hinge, Industrial



Hinge, Industrial, 180°



Hinge, Industrial, 180° Offset



Heavy

Center Drop Rod Assembly

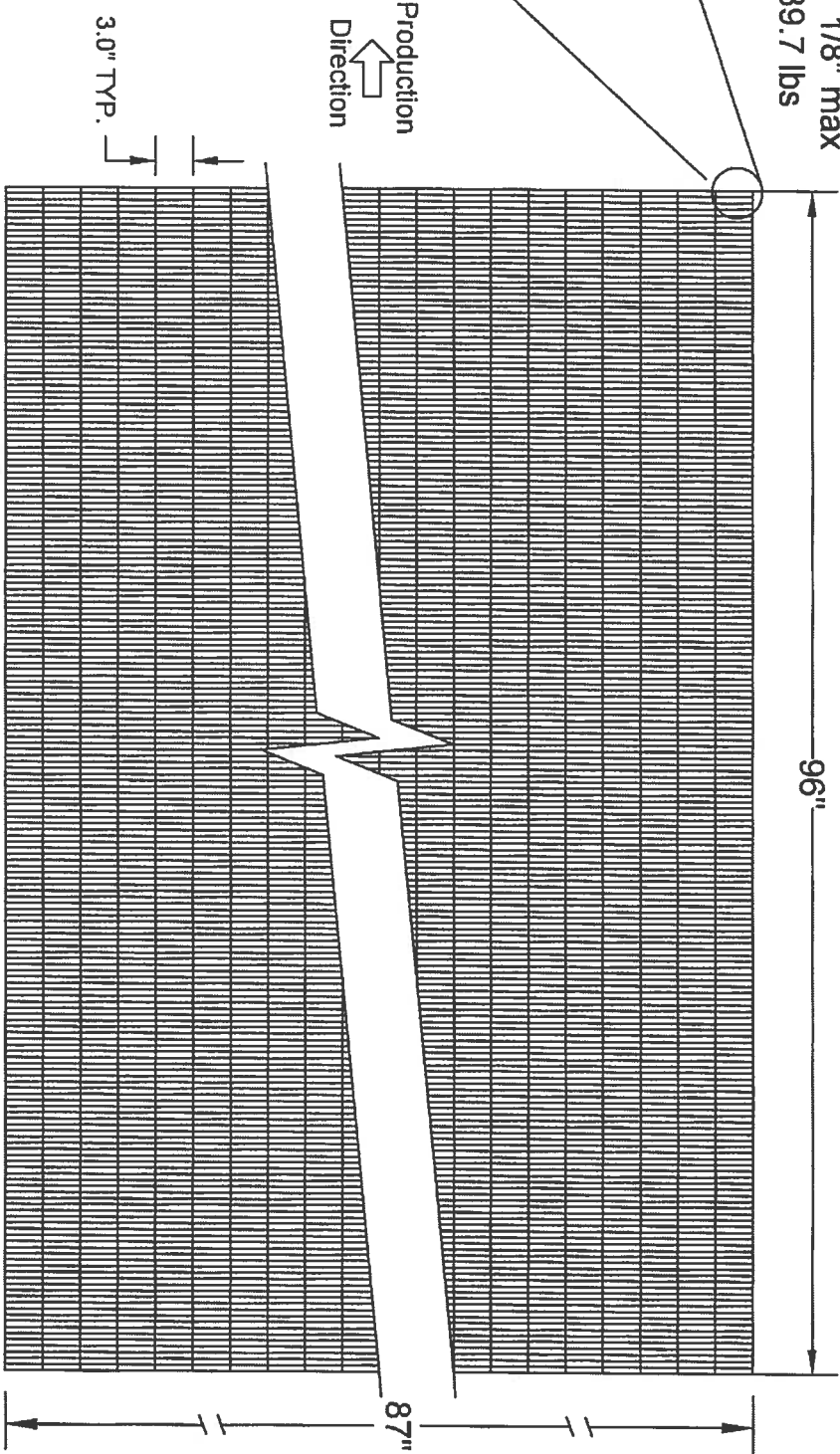
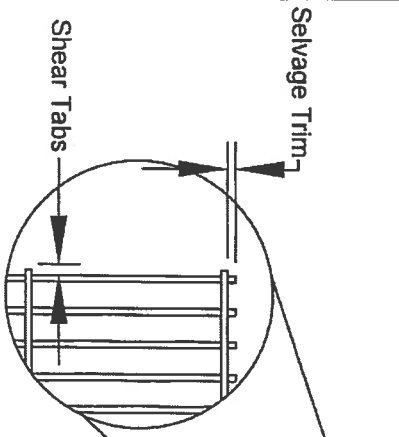
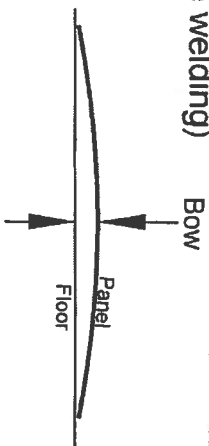
Computer drawing copyright 1989

Project	Sunnybrook Bed Exp
Owner	UNC Hospitals
Submitted by	Five Fence Co.
	Southeastern Wira, P.O.

**Specifications:**

- Core Wire: Nominal 10.5g (0.128" +/- 0.002" before welding)
- Dimensional Tolerance: +/- 1/8"
- Spacing Tolerance: +/- 1/16"
- Permissible Vertical Bow: 2"
- Permissible Wire Straightness Deviation: 1/16"
- Selvage Trim: 0 min / 1/32" max
- Shear Tabs: 0 min / 1/8" max
- Est. weight per panel: 89.7 lbs

center-to-center of wires unless otherwise specified.



**Customer Drawing Approval:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**IF IN DOUBT-ASK**

THIS DRAWING IS THE PROPERTY OF RIVERDALE MILLS CORPORATION AND CONTAINS PROPRIETARY INFORMATION PROTECTED BY COPYRIGHT AND/OR TRADE SECRET LAWS. NEITHER THIS DRAWING NOR ITS CONTENTS MAY BE DISCLOSED OR REPRODUCED BY ANY MEANS WHATSOEVER, IN WHOLE OR IN PART, WITHOUT THE PRIOR, WRITTEN CONSENT OF RIVERDALE MILLS CORP.

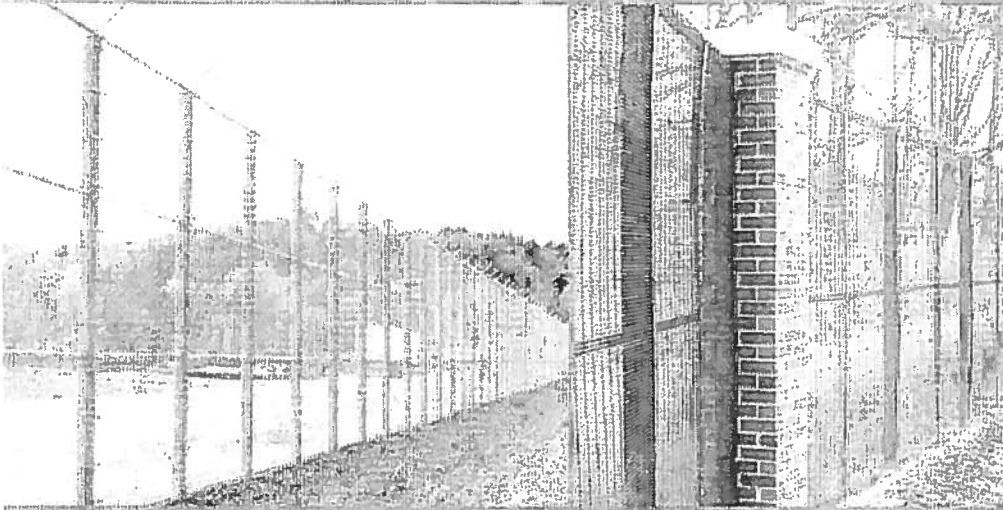
FILE NO. D05230110507000001

MATERIAL	10.5G PLAIN STEEL, GAW, BLACK PVC
CUSTOMER	WELDED WIRE MESH
DIMENSIONS SHOWN ARE AFTER	

DRAWN	CMS	DATE	6/10/15
CHECKED			
APPROVED			
SCALE		NTS	

REVISION		ECN	APP	DATE
TITLE		RIVERDALE		
87" X 96" WIRE MESH PANEL		RIVERDALE MILLS CORPORATION NORTHBRIDGE, MA 01534		
DWG NO.		D05230110507000001		
REV.				

# WIREWALL® Securely Surrounded



**WireWall®** Fencing is available in several mesh sizes, finishes and colors making it suitable for different application needs.

## HIGH SECURITY

When deterrence is the primary objective and security is of the utmost importance.

## BASIC PERIMETER

Used to clearly define property lines to add privacy as well as protection.

## ARCHITECTURAL

Where presentation, style and color are equally important factors.

## Riverdale's WireWall® Meets or Exceeds ASTM Specifications

Riverdale Mills is a US manufacturer that has been American owned and operated for over 30 years. We proudly manufacture all of our wire mesh products in the United States at our Massachusetts mill. In our quest to provide the highest quality products we source our raw materials from carefully chosen suppliers who meet our strict criteria of excellence. We have the ability to meet the requirements of "Buy America" upon request. We can also certify that our products meet the appropriate ASTM specifications where applicable. Our experienced staff can provide you with assistance based on the specific requirements of your project. Please contact us for further information.

- A123 Standard Specifications for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- A853 Standard Specifications for Steel, Wire, Carbon for General Use
- A933 Standard Specifications for Vinyl-Coated Steel Wire and Welded Wire Reinforcement
- A1060 Standard Specifications for Zinc-Coated (Galvanized) Steel Welded Wire Reinforcement Plain and Deformed, for Concrete
- A1064 Standard Specifications for Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete (ASTM 185)

## WIREWALL® Welded Wire Mesh Sizes

1.5"	1.5"	12.5	0.099	X	X
2"	2"	10	0.128	X	X
0.5"	3"	10.5	0.135	X	X
0.5"	3"	8	0.162	X	NA
2"	2"	8	0.162	X	X
2"	2"	6	0.192	X	X
6"	2"	6	0.192	X	X

The sizes listed are the most common. Custom mesh sizes are available upon request. Mesh sizes are measured center to center of wire before coatings are applied.



MANUFACTURED IN  
**USA**

Contact Us: Toll Free: **800.762.6374**

Outside USA : +1.508.234.8715 • Fax: 508.234.9593

**sales@riverdale.com • www.riverdale.com**

Riverdale Mills Corporation • Northbridge, MA 01534

WELDED WIRE MESH FENCE SYSTEM  
SINGLE FABRIC ½" x 3" x 10.5 GAUGE PVC COATED, STANDARD PANEL WIDTHS 7'  
3" FOR STANDARD 7' ON CENTERS

TYPICALLY FOR A HIGH SECURITY APPLICATION

PART 1

1- GENERAL

1.1 STIPULATIONS

A. The specifications section, "General Conditions", "Special Requirements" and "General Requirements" form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 SCOPE

A. This specification covers fencing materials for a complete galvanized coated welded wire mesh fence system and gates, including accessories and installation.

1.3 REFERENCE ASTM DOCUMENTS:

A. A 307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile (414 MPa).

B. A 853 - Standard Specification for Steel Wire, Carbon, For General Use

C. C 94 - Ready-Mix Concrete.

D. F 567 - Standard Practice for Installation of Chain Link Fence.

E. F 626 - Specification for Fence Fittings

F. F 900 - Specification For Industrial And Commercial Swing Gates.

G. F 1043 - Specification For Strength And Protective Coatings On Metal Industrial Chain Link Fence Framework.

H. F1916 - Standard Specifications for Selecting Chain Link Barrier Systems with Coated Chain Link Fence Fabric and Round Posts for Detention Applications. (For grounding, reference only)

PART 2

2 PRODUCTS

2.1 Material

A. Strength requirements for posts shall conform to ASTM F 1043. The product of the yield strength and section modulus shall not be less than that for pipe conforming to ASTM F 1083.

B. Products shall be new from recognized, reputable manufacturers. The manufacturers shall have a minimum of 2 years experience. Used, re-rolled or re-galvanized material is not acceptable.

C. Welded Wire Fabric shall be fabricated from low carbon steel wire and electronically control welded, forming a specified mesh size.

1. Manufacturer:

(a.) Riverdale Mills Corp., Northbridge, MA., Tel: 1-800-762-6374

D. The wire shall conform to ASTM A 853 Grade AISI 1006, having a minimum tensile strength of 70,000 PSI (485 MPa.) After welding the fabric is hot-dipped, galvanized with a minimum 1.2 oz zinc/ft<sup>2</sup> followed by a 10 mil (0.25 mm) minimum PVC coating.

1) PVC coating shall be thermally fused and adhered to a primer, which is thermally cured onto the galvanized steel core wire.

2) PVC coating shall be applied in a continuous process.

Note: Welded mesh is measured wire center to wire center, whereas, chain link mesh openings are measured inside to inside of the diagonal wires with 1/8" (3 mm) tolerance. I.e. Welded mesh wires located 2¼ inches oc (57 mm) and compared to 2 inch (51 mm) chain link have the same mesh openings.

E. Fabric Heights:

1. Perimeter Fences typically 8-16 feet or as required single panel construction ½" x 3" X 10.5 gauge. (12.7 mm x 76 mm x 3.25 mm) panel size 7'-3" wide x required height (2.21m).

2. If required, buried fabric separate piece ½" x 3" x 10.5 gage (12.7 mm x 76mm x 3.25mm) panel size 7' - 3" x 2' high (2.21m x 0.61m)

F. Framework: Framework strength and coating shall be in accordance with ASTM F 1043.

1. Grade A Pipe, hot-dipped galvanized Schedule 40 pipe conforming to ASTM F 1043 Group 1A.
2. Grade B Pipe, Manufactured by cold rolling and radial frequency welding, the steel shall conform to ASTM F 1043 Group IC with a minimum yield strength of 50,000 PSI. (344.0 MPa.). Exterior and Interior coatings shall be in accordance with ASTM F 1043.
3. "C" post, manufactured by cold forming shall conform to ASTM F 1043 Group II with minimum yield strength of 60, 000 PSI. (413.7MPa) "C" post size 3¼ "x 2½" x .130 wall. (83 mm x 64 mm x 3.3 mm)
4. Wind loads: Post shall withstand 70 M.P.H. minimum wind load.
5. Manufacturers:
  - a. Gregory Galvanizing, Canton, OH. Tel: 330-477-4800
6. Post Sizes, determined in accordance with previous

approved practices Line, terminal and gate post shall not be less than 95% of the nominal weight conforming to (ASTM F 1043 Group 1A, 1C. and 11.)

5"

1. "C" Post 3¼" x 2½" x 0.160 wall are acceptable  
"C" line post with flat attaching bars used to secure welded mesh to post. "C" post brackets spaced 15" o.c. also acceptable for attaching welded mesh to "C" line post. 4" diameter tubular post shall be used as terminal post, exceptions may apply to gate post. (See Section 3.1-K)

1. Rail Size:

- a. 1-5/8" diameter rails located at the top and bottom of the fence.

- b. "C" rails 1.625 x 1.25 x 0.80" wall are acceptable for top and bottom rail locations.

- c. Secure welded mesh to rails with 9 gauge tie wires (Section 2.1G 5,6, and 7)

#### G. Fittings and Accessories

1. Post Tops: Pressed steel or malleable iron, designed as a weather tight enclosure for tubular post. Weather tight enclosures not required for "C" post.

Provide one cap for each exposed tubular post end, unless equal protection is afforded by combining post top and barbed wire supporting arm if used. Post caps not required for "C" post.

2. Preformed Power Twisted Ties: Fabric attachment to rails, 9 gauge ties for fabric sizes 10.5 gauge and larger. Ties shall be aluminized with a minimum coating of 0.40 oz. aluminum/ft<sup>2</sup> or galvanized.
3. Tie Spacing for top rails are at intervals not exceeding 24", (bottom rail tie spacing intervals not to exceed 12".
4. Line Post and Terminal Post Brackets: Spacing for line and terminal posts are at intervals not exceeding 15" See drawing for bracket locations.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

A. Installation of the Framework Components shall be in accordance with ASTM F 567 when applicable and as specified herein. Larger corner posts not required for welded mesh installations.

B. Installation of Welded Wire Fabric components: follow the manufacturer's recommendations.

1. Tolerance: Top to bottom of panel one inch post to panel misalignment tolerance. This tolerance covers those areas where minor grade change can be accommodated, panels are out of square, occasional workmen's oversight and post out of plumb

C. Site Preparation: Prior to the installation, all necessary grading and cleaning on both sides of fence shall be performed by the General Contractor or others responsible for site grading.

1. Grading shall be done in such a manner as to provide a straight flat and level surface, Soil or stone fill shall be thoroughly compacted

2. All excavation shall be coordinated with respect to electrical and mechanical component installations. All existing utilities shall be located prior to starting excavation.

3 Erect the fencing in straight lines between angle points. Erect framework in accordance with ASTM F 567 and as approved by shop drawings. All fencing shall be grounded as shown on the drawing and as specified herein. (3.1 M).

Note: Grounding in section (3.1 M) shall be completed by electrical contractor.

D. Minimum Post Hole Diameters for 2.375" (60 mm) are 10.0" (254 mm), 2.875" (73 mm) are 12.0" (305 mm), 4.0" (102 mm) are 16" (406 mm), 6.625" (168 mm) are 24.0" (610 mm), and 8.625" (219 mm) are 32.0" (813 mm) (Table 1 for Post Hole Depth.).

Post Hole Depth Table 1

Exposed Height Of Fabric	Line Post	Corner/End Pull Post	Setting Depth
6 ft. 1.8 m	2.375 60 mm	2.375 60 mm	30 762 mm
7 ft. 2.1 m	2.375 60 mm	2.375 60 mm	33 838 mm
8 ft. 2.4 m	2.375 60 mm	2.375 60 mm	36 914 mm
9 ft. 2.7 m	2.875 73 mm	2.875 73 mm	39 990 mm
10 ft. 3 m	2.875 73 mm	2.875 73 mm	42 1066 mm
11 ft. 3.4 m	2.875 73 mm	2.875 73 mm	45 1143 mm
12 ft. 3.7 m	2.875 73 mm	2.875 73 mm	48 1219 mm

13 ft. 4 m	2.875 73 mm	2.875 73 mm	51 1295 mm
14 ft. 4.3 m	4.0 102 mm	4.0 102 mm	54 1372 mm
15 ft. 4.6 m	4.0 102 mm	4.0 102 mm	57 1447 mm
16 ft. 4.9 m	4.0 102 mm	4.0 102 mm	60 1524 mm

Note: Posts depths shall be a minimum of 24", (610 mm) plus 3" (76 mm) for each 1 - Ft. (.305 m) increase in the fence height over 4 ft. (1.2 m) (ASTM A 567)

E. Post Holes in Solid Rock or Concrete: Drill holes into solid rock or concrete 1/2" (13 mm) wider than pipe diameter, and 18" (457 mm) deep for end, corner and gate posts and 12" (305 mm) deep for line post.

Half-fill the void with non-shrinkable grout and force the post to the bottom of the hole, leaving no voids. Crown the grout to shed water. The use of sleeves in new concrete is recommended.

F. Concrete Mix: Shall be in accordance with ASTM C 94 with maximum 3/4" (19 mm) aggregate, and having a minimum compression strength of 3000 PSI (20.69 MPa.) at 28 days. Concrete shall be thoroughly worked into the post holes leaving no voids.

G. Allow concrete to cure a minimum of (7 days) before installing fence fabric or fittings. The top surface of the post footing shall have a crown water shed finish.

H. Post Spacing: Space post equal distance in the fence line to a maximum of 81' on center (2.4 m). No terminal posts larger than line post required, except for gate post; welded mesh requires no stretching.

I Ground Cover: After the filter fabric is installed cover zone between fences with a 5" (127 mm) depth of crushed stone, 1" (25.4 mm) - 1 1/2" (38 mm) #2 aggregate. The filter fabric and stone should extend 6" (152 mm) beyond the exterior fence and up to the interior fence.

J. Rails: Install rails as called for on the drawings and in these Specifications. All rails shall be installed on the side of the fence which is being protected to provide the least access for climbing. No corner bracing required for welded wire fabric installations

1. Top rails, with the use of 7" (178 mm) sleeve, shall run continuously through the top caps or extension arms. Bottom rails shall be connected to the line and terminal post using boulevards or bands and rail ends. Attachment bolts for bands shall be 5/16" (7.9 mm) x 1 1/2" (38 mm) carriage bolts with nuts.

2. Boulevard bolts shall be 3/8" (10 mm) minimum in diameter. Bottom rails locations shall correspond with this specification and drawings.

3. Two way brace bands and rail ends may be used in place of boulevards.

K. Welded Wire Fabric General: Welded wire panels are fabricated to correspond with the widths and heights specified. Welded mesh panels are attached with a combination of brackets and tie wire in accordance with the drawing. Option (1) Continuous flat bar drilled 12" (305 mm) o.c. running top to bottom of exposed fabric. Option 2 Preformed 1" (25.4 mm) x 10 gage (3.4 mm) thick two piece brackets, zinc coated are secured to the line post with 5/16" (7.9 mm) carriage bolts. Terminal post connections are comprised of tension bands. Band spacing not exceed 15" (381 mm) for terminal post. See corner connection detail for securing tension bands. Continuous punched "C" post and flat bar method preferred over round post.

M. Grounding to the Earth: Grounding and bonding of the perimeter systems shall be in accordance with the N.E.C. (National Electric Code), N.E.S.C. (National Electric Safety Code) ASTM F 1916 and as specified herein.

1. Fences crossing power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet (46 m) on each side of crossing.

Where electronic detection is an integral part of the fence, grounding electrodes shall be installed at 200'. (61 m) intervals along the fence line  
(For additional information consult with the electronic system manufacturer.)

2. The grounding electrodes shall be a minimum 3/4"(19 mm) diameter x 10' (3 m) long copper clad rod, driven into the earth until the top is 12 in (305 mm) below grade. Attach a No. 2 AWG bare stranded copper conductor by exothermically welding to the ground rods and extend underground in the immediate vicinity of the fence post.

Secure the grounding conductor to the post with 5/16" (7.9 mm) self-tapping galvanized or stainless steel bolts and approved copper compression terminal ends or clamps.

3. After grounding connections have been completed, perform a ground resistance test in the presence of the Owner's Representative. The ground resistance shall not exceed 25 OHMS under normal dry conditions.

Where resistance requirements cannot be attained, install additional rods no closer than 6'. (1.8 m) on center. Install no more than two additional rods at each location.

### 3.2 CLEANING

CLEANUP: UPON COMPLETION OF THE INSTALLATION, CLEAN UP ALL WASTE MATERIAL RESULTING FROM THE FENCE CONSTRUCTION.

# Wake County RFB Instructions to Bidders and General Terms and Conditions

## Instructions to Bidders

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
  - **THE COUNTY:** Is the County of Wake, North Carolina and its agencies.
  - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Terms and Conditions. The County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder's response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **EXECUTION:** Failure to sign the bid response will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this County to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.  
Companies are strongly urged to bring to the attention of the purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from Wake County Procurement Services. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If an extended price is obviously in error, the unit price will control.
13. **REFERENCES:** The County reserves the right to require a list of users of the exact item offered. The County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
  - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** The County will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the County to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the County or the bidder, the County reserves the right to accept any item or group of items on a multi-item bid. In addition, Wake County reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Wake County to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:**

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the County. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
20. **IRAN DIVESTMENT ACT:** By signing this agreement or acceptance of this contract/purchase order or by submission of any bid, proposal, etc, vendors, contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
21. **E-VERIFY:** To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.
22. **FEDERAL UNIFORM GUIDANCE:** If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)
23. **ANTI-DISCRIMINATION:** In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

## **General Terms and Conditions for Goods and Services**

1. **Default and Performance:** In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the county should fail to conform to the contract specifications, the County may cancel and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The County reserves the right to require performance bond or other acceptable alternative guarantees from the Contractor without expense to the County, if so indicated in the bid. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
2. **Governmental Restrictions:** In the event any governmental restrictions are imposed that necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify the County in writing, at once, indicating the specific regulation that required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3. **Availability of Funds:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. If funds to effect such payment are not available, the Contractor agrees to take back any affected equipment and products furnished under this contract, terminate any services supplied to the County under this contract, and relieve the County of any further obligation thereof.
4. **Taxes:** The County of Wake is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable State or local sales taxes shall be invoiced as a separate item.
5. **Situs:** The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **Inspection at Contractor's Site:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. The using agency is responsible for all payments under the contract.
9. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements.
10. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **General Indemnity:** The contractor shall hold and save the County of Wake, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor.
13. **Advertising/Press Release:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the County of Wake or its agent.
14. **Patent, Copyright, and Trade Secret Protection:**
  - a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the Contractor, its employees, agents, officers, assigns, or subcontractor(s). The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or

violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- 1) That the Contractor shall be notified within a reasonable time in writing by the County of any such claim; and,
  - 2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the County shall have the option to participate in such action at its own expense.
- b. Should the machines, or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the County shall permit the Contractor, at its option and expense, either to procure for the County the right to continue using the equipment or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the County shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the County has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the County in procuring substitute equipment or software. If, in the sole opinion of the County, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the County has paid Contractor less any reasonable amount for use or damage.

15. **Access to Persons and Records:** Pursuant to N.C. General Statutes, and Federal law, the County Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of Wake County Government pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.

16. **Assignment:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by the issuing purchasing authority, the Agency may:

- a. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor, or
- b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

17. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** The County may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the Contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, email or fax, with receipt confirmed. The 30 days notice for termination shall begin on the day the receipt is confirmed.

18. **Limitation of Liability:**

- a. Where equipment is under the County's exclusive management and control, the Contractor shall not be liable for any damages caused by the county's failure to fulfill any County responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the County's intended use.
- b. The liability amount may be adjusted by the issuing agency based upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of

liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.

**19. Contractor's Liability for Injury to Persons or Damage to Property:**

- a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

**20. Changes:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the County. The County shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable County purchasing authority.

Where the County requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.

**21. Price Adjustments (Term Contracts Only):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the Contractor to other customers.

- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the county reserving the right to accept or reject the increase, or cancel the contract. Such action by the county shall occur not later than 15 days after the receipt of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

**22. Transportation:** Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the County.

**23. Signature Warranty:** Each individual signing warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.

**24. Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

25. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
26. **Federal Intellectual Bankruptcy Act:** The Parties agree that Wake County shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.