



ARCHITECTURE  
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## Greenville Transportation Activity Center – Greenville, NC

### Project Manual

Addendum No. 8, August 015, 2016

Project Number L3005900

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Date	August 15, 2016
Project Name	Greenville Transportation Activity Center
Project Location	Greenville, NC
Project No.	L3005900

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### 1.1 Definition

- A. An Addendum is a modification to a Bid Issue. An Addendum is issued during the bidding period and supersedes previous documentation in the Bid Issue.

### 2.1 Bidder's Responsibility

- A. The Bidder's proposal shall incorporate this Addendum to the same extent as though it was originally included in the Bid Issue.
- B. The Bidder's proposal confirms receipt of the Addendum as provided in the Form of Proposal.

### 3.1 Drawings

- A. The following Drawings are revised as follows:
  - 1. No drawing revisions included in this addendum.

### 4.1 Project Manual

- A. The following Specification Sections are revised and reissued:
  - 1. Section No. 000110 – Specifications List  
Description of Revision:
    - a. Updated Specifications List.
  - 2. Section No. 004113 – Bid Form – Stipulated Sum Single-Prime Contract  
Description of Revision:
    - a. Added language for compliance with Article 2 of Chapter 64 of the NC Statutes.
    - b. Added language for Iran Divestment Act Certification.

3. Section 008100 – FTA Terms and Conditions

Description of Revision:

- a. On page 9 of 25, change “PTA” to “FTA” in two paragraphs under “Buy America”.
- b. Add the enclosed Iran Divestment Act Certification form to end of section.

4. Section No. 075000 – Membrane Roofing (Single-Ply)

Description of Revision:

- a. Added Mule-Hide Products Co. Inc. as approved manufacturer.

5.1 General

- A. Minutes of the Pre-bid Meeting held on 08/11/16 are attached.
- B. Pre-Bid Meeting attendees list attached.
- C. DBE / MBE / WBE Instructions from Pre-bid meeting attached.

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END OF ADDENDUM NO. 8

**Greenville Transportation and Activity Center  
SPECIFICATIONS LIST**



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		Issue for Construction, May 10, 2016	Addendum No. 1, 5/26/16	Addendum No. 2, 06/09/16	Addendum No. 3, 06/16/16	Addendum No. 4, 06/21/16	Addendum No. 5, 06/23/16	Addendum No. 6, 06/30/16	Addendum No. 7, 08/03/16	Addendum No. 8, 08/15/16
<b>Procurement and Contracting Requirements</b>										
000101	Project Title Page	O	REV	REV	REV	REV	REV	REV	REV	REV
000107	Seals Page	O								
000110	Specifications List	O	REV	REV	REV	REV	REV	REV		
000115	List of Drawings	O								
001113	Advertisement for Bids	O					REV		REV	
002113	Instructions to Bidders	O		REV			REV		REV	
002513	Pre-Bid Meetings	O								
003126	Existing Hazardous Material and Removal Information	O								
003132	Geotechnical Data	O								
004113	Bid Form - Stipulated Sum Single-Prime Contract	O		REV		REV				REV
004313	Bid Security Forms	O								
004325	Substitution Request Form (During Procurement)	O								
005213	Owner-Contractor Agreement	O								
006000	Project Forms	O								
006113	Performance and Payment Bond Form	O								
006239	Disadvantaged Business Enterprise Program	O								
006240	Minority and Women Business Enterprise (MWB) Program								O	
006276.13	Sales Tax Form	O								
008000	Supplementary Conditions	O								
008100	Special Conditions – FTA Terms & Conditions	O								REV
<b>Division 01 - General Requirements</b>										
010460	Chases, Openings and Inserts	O								
010490	Coordination Drawings	O								
011100	Summary of Work	O								
012200	Unit Prices	O								
012300	Alternates	O	REV						REV	
012513	Product Substitution Procedures	O								
012600	Modification Procedures	O								
012973	Schedule of Values	O								
012976	Application for Payment	O								
013100	Project Coordination	O								
013119	Project Meetings	O								
013200	Progress Reports	O								
013216	Construction Schedules	O								
013300	Submittals	O								
013329	Sustainability Requirements	O								
013410	Submittal Register	O		REV						

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013543	Environmental Protection	O								
014100	Codes, Regulations and Standards	O								
014216	Definitions and Documentation Standards	O								
014523	Inspection and Testing Services	O								
014527	Inspection and Testing of Earthwork	O								
014533	Inspection and Testing of Cast-In-Place Concrete	O								
014535	Inspection and Testing of Masonry	O								
014537	Inspection and Testing of Asphaltic Concrete	O								
014551	Inspection and Testing of Structural Steel	O								
014570	Inspection and Testing of Exterior Enclosure	O								
014571	Inspection and Testing of Roofing and Waterproofing	O								
014900	Methods and Means Engineering	O								
015200	Construction Facilities	O								
015700	Construction Pollution Controls	O								
016000	Material and Equipment	O								
016610	Testing and Balancing of Mechanical Systems	O								
017123	Field Engineering	O								
017329	Cutting and Patching	O								
017400	Warranties and Bonds	O								
017419	Construction Waste Management	O								
017423	Final Cleaning	O								
017700	Project Closeout	O								
017823	Operation and Maintenance Data	O								
017839	Project Record Documents	O								
018120	Construction Indoor Air Quality (IAQ) Management	O								
019113	General Commissioning Requirements	O								
<b>Division 02 - Existing Conditions</b>										
024116.13	Building Demolition	O								
<b>Division 03 - Concrete</b>										
031000	Concrete Formwork	O								
032000	Concrete Reinforcement	O								
032500	Concrete Accessories	O								
033000	Cast-In-Place Concrete	O								
033543	Polished Concrete Finishing	O								
<b>Division 04 - Masonry</b>										
042000	Unit Masonry	O			REV					

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<b>Division 05 - Metals</b>										
050513	Fluoropolymer Coatings	O								
051200	Structural Steel Framing	O						REV		
051213	Architecturally Exposed Structural Steel Framing	O						REV		
055000	Metal Fabrications	O								
055213	Pipe and Tube Railings	O								
<b>Division 06 - Wood, Plastic and Composites</b>										
061000	Rough Carpentry	O								
061543	Cross Laminated Timber Panels	O			REV					
061600	Sheathing	O								
061800	Glue-Laminated Construction	O								
062000	Finish Carpentry	O								
064000	Architectural Woodwork	O								
<b>Division 07 - Thermal and Moisture Protection</b>										
070050	Exterior Enclosure, General	O								
071352	Modified Bituminous Sheet Waterproofing	O			REV					
072100	Thermal Insulation	O								
072600	Air/Vapor Barriers	O								
074233	Phenolic Wall Panels	O								
075000	Membrane Roofing (Single-Ply)	O			REV					REV
076000	Flashing and Sheet Metal	O								
077200	Roof Accessories	O								
077210	Fall Arrest Roof Anchors	O								
078400	Firestopping	O								
079200	Joint Sealants	O								
<b>Division 08 - Openings</b>										
081113	Standard Hollow Metal Doors and Frames	O								
081400	Wood Doors	O								
081500	Fiberglass-Reinforced Plastic Doors	O								
083100	Access Doors and Panels	O								
084113	Aluminum Entrances and Storefronts	O						REV		
084413	Glazed Aluminum Curtainwall	O								
087100	Door Hardware	O								
088000	Glazing	O								
088300	Mirrors	O								
089100	Louvers	O								

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<b>Division 09 - Finishes</b>										
092116	Gypsum Board Assemblies	O								
093013	Ceramic Tiling	O								
095100	Acoustical Ceilings	O								
096519	Resilient Tile Flooring	O								
096543	Linoleum Flooring	O		REV						
096813	Tile Carpeting	O								
099100	Painting	O								
099600	High Performance Coatings	O								
<b>Division 10 - Specialties</b>										
101400	Exterior Signs	O			REV					
101401	Interior Signs	O			REV					
102113	Compact Laminate (Solid Phenolic) Toilet Compartments	O								
102813	Toilet Accessories	O								
104413	Fire Extinguishers and Cabinets	O								
<b>Division 11 - Equipment</b>										
113113	Residential Kitchen Appliances	O								
<b>Division 12 - Furnishings</b>										
122113	Horizontal Louver Blinds	O								
124813	Entrance Mats and Frames	O								
129300	Site Furnishings and Structures	O								
<b>Division 14 - Conveying Equipment</b>										
142400	Machine Roomless Holess Hydraulic Elevators	O								
<b>Division 21 - Fire Suppression</b>										
210517	Sleeves and Sleeve Seals for Fire-Suppression Piping	O								
210518	Escutcheons for Fire-Suppression Piping	O								
210523	General-Duty Valves for Water-Based Fire-Suppression Piping	O								
211100	Facility Fire-Suppression Water-Service Piping	O								
211313	Wet-Pipe Sprinkler Systems	O								
211316	Dry-Pipe Sprinkler Systems	O								



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<b>Division 22 - Plumbing</b>										
220513	Common Motor Requirements for Plumbing Equipment	O								
220517	Sleeves and Sleeve Seals for Plumbing Piping	O								
220518	Escutcheons for Plumbing Piping	O								
220519	Meters and Gages for Plumbing Piping	O								
220523	General-Duty Valves for Plumbing Piping	O								
220529	Hangers and Supports for Plumbing Piping and Equipment	O								
220553	Identification for Plumbing Piping and Equipment	O								
220716	Plumbing Equipment Insulation	O								
220719	Plumbing Piping Insulation	O								
220800	Commissioning of Plumbing Systems	O								
221113	Facility Water Distribution Piping	O								
221116	Domestic Water Piping	O								
221119	Domestic Water Piping Specialties	O								
221123	Domestic Water Pumps	O								
221313	Facility Sanitary Sewers	O								
221316	Sanitary Waste and Vent Piping	O								
221319	Sanitary Waste Piping Specialties	O								
221319.13	Sanitary Drains	O								
221413	Facility Storm Drainage Piping	O								
221423	Storm Drainage Piping Specialties	O								
221429	Sump Pumps	O								
223300	Electric, Domestic-Water Heaters	O								
224213.13	Commercial Water Closets	O								
224213.16	Commercial Urinals	O								
224216.13	Commercial Lavatories	O								
224216.16	Commercial Sinks	O								
224713	Drinking Fountains	O								
224723	Remote Water Coolers	O								
<b>Division 23 - HVAC</b>										
230513	Common Motor Requirements for HVAC Equipment	O								
230517	Sleeves and Sleeve Seals for HVAC Piping	O								
230518	Escutcheon for HVAC Piping	O								
230523	General-Duty Valves for HVAC Piping	O								
230529	Hangers and Supports for HVAC Piping and Equipment	O								
230553	Identification for HVAC Piping and Equipment	O								
230593	Testing, Adjusting, and Balancing for HVAC	O								
230713	Duct Insulation	O								
230800	Commissioning of Mechanical Systems	O								
230900	Instrumentation and Control for HVAC	O								
230901	Commissioning of Integrated Automation Systems	O								

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230993	Sequence of Operations for HVAC Controls	O								
232300	Refrigerant Piping	O								
233113	Metal Ducts	O								
233300	Air Duct Accessories	O								
233423	HVAC Power Ventilators	O								
233713	Diffusers, Registers, and Grilles	O								
234100	Particulate Air Filtration	O								
236200	Packaged Compressor and Condenser Units	O								
236313	Air-Cooled Refrigerant Condensers	O								
237433	Dedicated Outdoor-Air Units	O								
238219	Fan Coil Units	O								
238239	Unit Heaters	O								
<b>Division 26 - Electrical</b>										
260519	Low-Voltage Electrical Power Conductors and Cables	O								
260526	Grounding and Bonding for Electrical Systems	O								
260529	Hangers and Supports for Electrical Systems	O								
260533	Raceways and Boxes for Electrical Systems	O								
260543	Underground Ducts and Raceways for Electrical Systems	O								
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	O								
260553	Identification for Electrical Systems	O								
260572	Overcurrent Protective Device Short-Circuit Study	O								
260573	Overcurrent Protective Device Coordination Study	O								
260574	Overcurrent Protective Device Arc-Flash Study	O								
260800	Commissioning of Electrical Systems	O								
260913	Electrical Power Monitoring and Control	O								
260923	Lighting Control Devices	O								
260936	Modular Dimming Controls	O								
262416	Panelboards	O								
262713	Electricity Metering	O								
262726	Wiring Devices	O								
262813	Fuses	O								
262816	Enclosed Switches And Circuit Breakers	O								
265119	LED Interior Lighting	O								
265219	Emergency and Exit Lighting	O								
265613	Lighting Poles and Standards	O								
265619	Exterior Lighting	O								
<b>Division 27 - Communications</b>										
270000	Communications	O								
270526	Grounding and Bonding for Communications Systems	O								
270529	Hangers and Supports for Communications Systems	O								
270533	Conduits and Backboxes for Communications Systems	O								
270536	Cable Tray for Communications Systems	O								
270553	Identification for Communications Systems	O								

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270800	Commissioning of Communications	O								
271116	Communications Cabinets, Racks, Frames and Enclosures	O								
271119	Communications Termination Blocks and Patch Panels	O								
271519	Data Communications Horizontal Cabling	O								
271543	Communications Faceplates and Connectors	O								
275116	Public Address Systems	O								
<b>Division 28 - Electronic Safety and Security</b>										
280513	Conductors and Cables for Electronic Safety and Security	O								
281300	Access Control	O								
282300	Video Surveillance	O								
283111	Digital, Addressable Fire-Alarm System	O								
<b>Division 31 - Earthwork</b>										
312000	Earth Moving	O								
313116	Termite Control			O						
<b>Division 32 - Exterior Improvements</b>										
321216	Asphalt Paving	O								
321313	Concrete for Exterior Improvements	O								
321416	Brick Pavers, Mortar Bed	O								
321723	Pavement Markings	O								
329000	Planting	O								
<b>Division 33 - Utilities</b>										
331000	Water Utilities	O								
333000	Sanitary Sewerage Utilities	O								
334000	Storm Sewer Utilites	O								

END





Section 004113

Bid Form – Stipulated Sum Single-Prime Contract

**To:** Owner: City Of Greenville

Name of Project: Greenville Transportation Activity Center

Location of Project: 600 South Pitt Street, Greenville, NC 27834

**From:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen:

A. In response to your invitation for Bids in Project Manual dated May 10, 2016, undersigned, having carefully examined Contract Documents, and having visited Project Site and examined all conditions affecting Work, proposes to do all of such Work, including furnishing of all necessary labor, machinery, equipment, materials, supplies, transportation, bonds and incidentals as required by Contract Documents for sum of:

- 1. \$ \_\_\_\_\_ (Price in Words).
- 2. \$ \_\_\_\_\_ (Figures).

B. Base proposal includes sum of \$ \_\_\_\_\_ for furnishing a Performance Bond, and a Labor and Material Payment Bond.

<u>Alternates:</u>	<u>Add</u>	<u>Deduct</u>
1. <u>Alternate No. 1:</u>	<u>\$</u>	<u>\$</u>
2. <u>Alternate No. 2:</u>	<u>\$</u>	<u>\$</u>
3. <u>Alternate No. 3:</u>	<u>\$</u>	<u>\$</u>
4. <u>Alternate No. 4:</u>	<u>\$</u>	<u>\$</u>
5. <u>Alternate No. 5:</u>	<u>\$</u>	<u>\$</u>
6. <u>Alternate No. 6:</u>	<u>\$</u>	<u>\$</u>

\*<sup>1</sup> Addendum No. 2, 06/09/16  
 \*<sup>2</sup> Addendum No. 4, 06/21/16  
 \*<sup>3</sup> Addendum No. 8, 08/15/16

C. \*<sup>2</sup> Bidder has included the following subcontractors in this bid:

1. \*<sup>2</sup> Heating, Ventilation and Air Conditioning: \_\_\_\_\_

2. \*<sup>2</sup> Plumbing: \_\_\_\_\_

3. \*<sup>2</sup> Electrical: \_\_\_\_\_

D. \*<sup>1</sup> Unit Prices:

1. \*<sup>1</sup> Unit Price No. 1 (Unsuitable soils) \$ \_\_\_\_\_ per \_\_\_\_\_

E. Length of time required to complete this Work is \_\_\_\_\_ calendar days in accordance with Construction Schedule included with Bidding Documents.

F. In accordance with Division 01, a complete detailed Construction Schedule containing all requested information will be submitted within 15 calendar days after Award of Contract.

G. Receipt of Addenda, Number \_\_\_\_\_ through \_\_\_\_\_ inclusive, is hereby acknowledged and value for Work therein is included in amount of this Bid.

H. \*<sup>3</sup> BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

I. \*<sup>3</sup> Bidder certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

\_\_\_\_\_  
**(Name of Firm)**

\_\_\_\_\_  
**(Business Address)**

\_\_\_\_\_  
**(Signature of Responsible Official)**

\*<sup>1</sup> Addendum No. 2, 06/09/16

\*<sup>2</sup> Addendum No. 4, 06/21/16

\*<sup>3</sup> Addendum No. 8, 08/15/16

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**(Title)**

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**(State of Incorporation)**

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**(Names of Partners)**

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**\*<sup>2</sup> Corporate Seal**

\*<sup>1</sup> Addendum No. 2, 06/09/16  
\*<sup>2</sup> Addendum No. 4, 06/21/16  
\*<sup>3</sup> Addendum No. 8, 08/15/16





Section 008100

Special Conditions – FTA Terms &  
Conditions

\*<sup>1</sup> Addendum No.8, 08/15/16

008100 Page 1 of 25  
Special Conditions – FTA Terms and Conditions  
Greenville Transportation Activity Center  
Project Number L3005900  
Issue for Construction – May 10, 2016



## **No Obligation by the Federal Government.**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub Contractor who will be subject to its provisions.

## **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the sub Contractor who will be subject to the provisions.

### **Access to Records**

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.P.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor shall make available records related to the Contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be

amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **Termination for Convenience**

The City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default (Construction)**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this Contract, the City may terminate this Contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a Contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within 10 days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is

excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

### **Opportunity to Cure**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 14 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 14 days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Civil Rights**

The following requirements apply to the underlying Contract:

(1) Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant

for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.P.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.P.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subContract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Equal Employment Opportunity**

The Contractor agrees to comply with DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, which implement Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

**Disadvantaged Business Enterprises**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4%. A separate Contract goal has been established for this procurement. It is \_\_\_\_\_ percent of the total Contract pnce.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Each sub Contract the Contractor signs with a sub Contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet the stated Contract goal or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this Contract is conditioned on submission of the following concurrent with and accompanying sealed bid:

1. The names and addresses of DBE firms that will participate in this Contract;



2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder's commitment to use a DBE sub Contractor whose participation it submits to meet the Contract goal;
5. Written confirmation from the DBE that it is participating in the Contract as provided in the prime Contractor's commitment; and
6. If the Contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above . (*see* 49 CFR 26.53(3)).

The Contractor is required to pay its sub Contractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its sub Contractors.

The Contractor must promptly notify the City whenever a DBE sub Contractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub Contractor to perform at least the same amount of work. The Contractor may not terminate any DBE sub Contractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

### **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As

such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Buy America**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.P.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.P.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.P.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the City the appropriate Buy America certification (below) with all bids or offers on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Contractors.

**Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.P.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

CompanyName \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.P.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.P.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

CompanyName \_\_\_\_\_

Title \_\_\_\_\_

## **Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Public Works Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

## **Performance During Dispute**

Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Carolina.

## **Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or

failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

----- Name and Title of Contractor's Authorized Official

----- Date

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each sub Contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each sub Contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to

be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub Contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of



receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub Contractor the full amount of

wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the City may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-

005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all sub Contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or sub Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subContractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subContractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subContractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees-** (i) Apprentice -Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements-** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

**(6) Sub Contracts-** The Contractor or sub Contractor shall insert in any sub

Contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub Contractors to include these clauses in any lower tier sub Contracts. The prime Contractor shall be responsible for the compliance by any sub Contractor or lower tier sub Contractor with all the Contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a sub Contractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements-** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards-** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub Contractors) and the City, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility-** (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be sub Contracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** -No Contractor or sub Contractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages- The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub Contractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Sub Contracts - The Contractor or sub Contractor shall insert in any sub Contracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub Contractors to include these clauses in any lower tier sub Contracts. The prime Contractor shall be responsible for compliance by any sub Contractor or lower tier sub Contractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds



1. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.

2. The City may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the Contract price if the Contract price is not more than \$1 million.

(ii) Forty percent of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the Contract price is more than \$5 million.

2. If the original Contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the Contract price is increased.

**Seismic Safety**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subContractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **Accessibility**

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

**E-VERIFY COMPLIANCE:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

**IRAN DIVESTMENT ACT:** Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.  
147-86.59(a)**

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

\_\_\_\_\_

The contractor, vendor, or bidder listed above hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The contractor, vendor, or bidder listed above will not utilize on the contract with the City Of Greenville any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Printed Name

Title

***Notes to persons signing this form:***

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.



## Part 1 General

## 1.1 Summary (Non-inclusive)

- A. Section Includes: Roofing replacement system consisting of complete tear-off, evaluation of existing insulation and preparation of existing roof surface for, fully-adhered membrane plus new insulation, insulation cover board, base flashing, and accessories.

## 1.2 Related Work Specified Elsewhere (Non-inclusive)

- A. Applicable Sections: Division 01.
- B. Inspection and Testing Services: Division 01.
- C. Inspection and Testing of Roofing and Waterproofing: Division 01.
- D. Rough Carpentry: Division 06.
- E. Flashing and Sheet Metal: Division 07.
- F. Exterior Enclosure, General: Division 07.
- G. Roof Accessories: Division 07.
- H. Mechanical: Division 23, refer to for equipment mounted on or penetrating roof.
- I. Electrical: Division 26, refer to for equipment mounted on or penetrating roof.

## 1.3 Submittals

- A. Submit per requirements of Division 01.
  - 1. Exterior Enclosure submittals will not be reviewed without receipt of Preliminary Certification letters indicated in Inspection and Testing of Roofing and Waterproofing: Division 01.
  - 2. Coordinate and submit concurrently, submittals required in other Sections that affect Work of this Section.
  - 3. Coordinate with Coordination Drawings specified in Project Coordination Section of Division 01.

\*<sup>1</sup> Addendum No, 8, 08/15/16

B. Shop Drawings: Indicate joint, penetration and termination conditions and conditions of interface with adjacent walls, parapets, and other materials and as follows: Show all layers of the roof system starting from the substrate. Show continuity with other weather-resistive materials and air/vapor retarder materials. Include sufficient detail to indicate compliance with conditions unique for this Project.

1. Submit plan at minimum 1/8 inch equals 1 foot.
2. Submit details at minimum 3 inches equals 1 foot.
3. Relative elevations and slopes of substrates and finished roof surface.
4. Drain locations and size of sumps.
5. Parapet and edge details.
6. Location of tapered edge strips.
7. Curbs, rails, hatches, and vents in accordance with Roof Accessories: Division 07.
8. Expansion joints and area dividers.
9. All flashing details.
10. Walkway pad layout, coordinated with lightning protection system.
11. Layout of components including all layers of roof assembly.
12. Tapered insulation:
  - a. Layout of insulation showing slopes, crickets, valleys and drain locations.
  - b. Longitudinal and transverse sections showing insulation layers.
13. Roof top equipment and penetrations required for Work of other specification Divisions.

C. Product Data: For each component or material used in system including accessories, primers, and other miscellaneous products.

D. Samples:

1. Paper sample of "Roofing Identification Sign", with information completed for this Project.
2. Manufacturer's color coating color chart.

E. Qualifications: Manufacturers and installers qualifications.

F. Quality Control Procedures: Submit Manufacturer's Field Reports within one (1) week after inspection.

G. Certifications: Written certification letters where specified.

\*<sup>1</sup> Addendum No, 8, 08/15/16

- H. Closeout Submittals:
    - 1. Special Warranty:
      - a. Intent to Warrant letter. Do not commence Work without approval of Intent to Warrant.
      - b. Executed Warranty after completion of Work.
    - 2. Maintenance Plan: Manufacturer's Roof Maintenance Plan.
  - I. Sustainability Submittals: Provide the following in accordance with Sustainability Requirements: Division 01.
    - 1. Materials Sustainability Documentation Form.
    - 2. Product data, certification letter, and costs for materials with recycled content.
    - 3. Product data and costs for regional materials.
    - 4. Product data for adhesives and sealants indicating VOC content.
    - 5. Product data for paints and coatings indicating VOC content and chemical composition.
    - 6. Product test reports indicating that roof materials comply with Solar Reflectance Index requirement.
- 1.4 Definitions
- A. Roofing Systems: Components required to maintain building watertight from substrate up to top of base flashing including, but not limited to, substrate primers, insulation, insulation cover board, attachments, membrane, coatings, and base flashing.
- 1.5 Performance Requirements
- A. Roofing manufacturer shall select products and installation techniques to conform to indicated requirements. Thicknesses and material descriptions indicated are minimums. Provide thicker materials or materials with higher performance values if required by roof manufacturer to comply with the indicated performance requirements or if required to issue indicated warranty.
    - 1. Best Practice: Provide materials and detailing which provides most proven durability, generally as recommended by manufacturer for twenty (20) year warranty, whether a twenty (20) year warranty is specified or not.
  - B. UL Listing: Provide single-ply roofing system and component materials that have been tested for application and slopes indicated and are listed by Underwriters Laboratories, Inc. (UL) for Class A external fire exposure.
    - 1. Provide single-ply roofing system that can be installed to comply with UL requirements for Fire Classified and Class 90 wind-uplift requirements.

\*<sup>1</sup> Addendum No, 8, 08/15/16

## 1.6 Quality Assurance

- A. **Manufacturer's Qualification:** Manufacturers shall have ten (10) years documented experience producing roofing membranes of the same Type as those required for this Project.
- B. **Installer's Qualification:** Installer shall have satisfactorily completed minimum three (3) projects of similar system, scope and complexity within last one (1) year. Installer shall currently be licensed and approved by manufacturer and shall have been so for previous three (3) years. Submit list of projects with Owner and Design Professional contact with telephone numbers and manufacturer's certification.
- C. **Single Source Requirements:** Primary products and materials required to complete system shall be produced directly by listed manufacturer. Secondary products including insulation, primers, anchors, and may be produced by a secondary manufacturer approved in writing by primary manufacturer.
- D. **Regulatory Requirements:** Comply with applicable Volatile Organic Compounds (VOCs) regulations.
- E. **Referenced Codes and Standards:** Comply with the following in accordance with Division 01.
1. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual
  2. Single-Ply Roofing Institute (SPRI): Flexible Membrane Roofing: A Professional's Guide to Specifications
- F. **Certifications:**
1. Manufacturer's certification that installer is approved for this Project and has been an approved installer as required above.
  2. **System Certification Letter:** Manufacturer's certification as follows:
    - a. List information specific to this project, including Owner, Contractor, Building, and location.
    - b. List each material required for roofing system.
    - c. Certification of single source responsibility.
    - d. Certification of acceptance of secondary products manufactured by Others.
    - e. Certification of acceptance of products specified elsewhere which are installed within or in contact with roofing system.
    - f. Certification that products and materials comprising roofing system are compatible with each other and with adjacent materials they may contact.
    - g. Certification that roof systems comply with specified UL and FMG requirements.
    - h. Certification that roof system is eligible for indicated warranty.
- G. **Insurance Certification:** Assist Owner's Representative in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

\*<sup>1</sup> Addendum No, 8, 08/15/16



- H. Preliminary Roofing Conference: As soon as possible after award of roofing work and before initial submittals, meet with Installer (Roofer), installers of substrate construction (roof decks) and other work adjoining roof system including penetrating work and roof accessories, Design Professional, Owner's Representative, Inspecting Agent, and representatives of other entities directly concerned with performance of roofing system including (as applicable) Owner's insurers.
1. Review requirements (Contract Documents), submittals, status of coordinating work, availability of materials, substrate requirement and installation facilities, and establish preliminary installation schedule. Review requirements for inspections, testing, certifications, forecasted weather conditions, governing regulations, insurance requirements, and proposed installation procedures.
  2. Discuss roofing system protection requirements for construction period extending beyond roofing installation. Discuss possible need for temporary roofing.
  3. Confirm that all parties involved are aware of Warranty requirements and Intent to Warrant letter has been submitted and approved.
  4. Record discussion, including agreement or disagreement on matters of significance; furnish copy of recorded discussions to each participant. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- I. Preapplication Roofing Conference: Approximately two (2) weeks before scheduled commencement of roofing installation and associated work, meet at Project Site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work, including mechanical work, if any, Design Professional, Owner's Representative, Inspection Agent, roofing system manufacturer's representative, and other representatives directly concerned with performance of Work, including, where applicable, Owner's insurers, and governing authorities.
1. Review foreseeable methods and procedures related to roofing work, including, but not limited to, the following:
    - a. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades.
    - b. Review structural loading limitations of steel deck and inspect deck for loss of flatness and for required mechanical fastening.
    - c. Review roofing system requirements included on Drawings, Specifications, and other Contract Documents.
    - d. Review required submittals, completed and yet to be completed.
    - e. Review Intent to Warrant and unexecuted Warranties.
    - f. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

\*<sup>1</sup> Addendum No, 8, 08/15/16

- g. Review required inspection, testing, certifying and material usage accounting procedures.
  - h. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing, if not a mandatory requirement.
2. Record Contractor discussions of conference, including decisions and agreements or disagreements reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- J. Inspection and Testing: Services of an independent Inspection and Testing Agency will be required in relation to Work of this Section. Refer to Division 01.
- K. Coordination: Contractor shall coordinate Work specified in other Sections and in other Contracts affecting roof in any way.

#### 1.7 Delivery, Handling And Storage

- A. Deliver materials in original unopened containers or packaging clearly labeled with manufacturer's name, brand name, instructions for storage, handling and use, all identifying numbers and labels.
- B. Store materials on pallets or other similar raised platform and protected from weather.
- C. Do not overload structure by storing large amounts of material in one (1) area.
- D. Store adhesives and other temperature sensitive materials between 60 degrees F and 80 degrees F.

#### 1.8 Project Conditions

- A. Application of roofing shall not commence or proceed during inclement weather or if precipitation is more than 50 percent likely during next 8 hour period per National Weather Service or if temperatures are outside of manufacturer's written instructions.

#### 1.9 Sequencing

- A. Coordinate Work to minimize construction traffic required over complete roofing system.

#### 1.10 Special Warranty

- A. Intent to Warrant: Submit an Intent to Warrant executed by authorized representative of roof membrane system manufacturer, indicating that manufacturer has reviewed Drawings and Specifications, conditions affecting work and relationship of roof membrane system with related work, and that manufacturer proposes to provide warranty as referenced without further stipulation.

\*<sup>1</sup> Addendum No, 8, 08/15/16

B. Manufacturer's Warranty:

1. Provide a twenty (20) year warranty from manufacturer, signed by an authorized representative of manufacturer which shall warrant that manufacturer shall repair any defective workmanship and replace any defective material within roofing system as indicated.
2. The following exclusions are permitted in Warranty:
  - a. Natural disasters such as lightning, hail, floods, and earthquakes.
  - b. Damage from traffic or storage of material on roof.
  - c. Structural failure of roof deck, parapet or coping.
  - d. Infiltration of moisture in, through or around walls, coping or building structure.
  - e. Movement or deterioration of metal counterflashing or other metal components adjacent to roof.
  - f. Damage to building (other than roofing system components) or its contents.
3. Warranty shall include coverage for failure due to wind velocities up to 90 miles per hour.
4. Warranty shall provide that if upon proper notification Warrantor fails to promptly repair roof, Owner may make temporary repairs to avoid damage to facility. Such action shall not be considered a breach of provisions of Warranty.
5. Owner shall be permitted to make alterations, additions and repairs to roof within written approved guidelines of Warrantor without jeopardizing unexpired portion of Warranty's original term.
6. There shall be no deviations from these Specifications or from requirements of roofing material manufacturer that would prevent issuing of Warranty.

1.11 Owner's Instructions

- A. Care and Maintenance: Provide manufacturer's written Roof Maintenance Plan customized for Project, for maintenance of roof including, for example, inspection schedules, trouble shooting, early signs of a potential problem and temporary emergency repairs.

Part 2 Products

2.1 Manufacturer

1. Subject to compliance with specified criteria, provide primary system components manufactured by one (1) of the following:
2. TPO:
  - a. Firestone Building Products Co.
  - b. Carlisle Syntec Systems.
  - c. Johns Manville Co.
  - d. \*<sup>1</sup> Mule-Hide Products Co. Inc.

\*<sup>1</sup> Addendum No, 8, 08/15/16

## 2.2 Materials, General

- A. Use paints and coatings that comply with the VOC limits and chemical restrictions specified in Sustainability Requirements: Division 01.

## 2.3 Roofing Membrane

- A. TPO: A fabric-Reinforced Thermoplastic Polyolefin Sheet complying with ASTM D 6878.
  - 1. Thickness: Minimum 60 mils nominal thickness.
  - 2. Reinforcement: Fiberglass or polyester as required to meet performance criteria.
  - 3. Exposed Face Color: White.

## 2.4 Insulation

- A. Polyisocyanurate: Rigid closed-cell foam boards permanently bonded to non-asphaltic glass fiber facing sheet complying with ASTM C 1289, UL Class A, FMG Class 1 and the following:
  - 1. Compressive Strength per ASTM D 1621: Minimum 20 psi.
  - 2. Maximum Face Size: 4 feet by 4 feet.
  - 3. R-value for a 1 inch board tested per ASTM C 518 and conditioned per RIC/TIMA 281-1: Minimum 5.6.
  - 4. Minimum Thickness: in order to achieve R-25.
  - 5. Crickets: Same material as insulation, tapered so finished surface slopes minimum 1/4 inches per foot.
  - 6. Tapered Insulation:
    - a. Slope of finished surface: Minimum 1/4 inch per foot including crickets.
    - b. Minimum thickness measured at perimeter of drain sumps: 2 inches.
- B. Insulation Cover Board: Silicone impregnated gypsum board core panels with integral glass fiber facers, 5/8 inch thick, pre-primed, complying with ASTM C 1177, Dens Deck by Georgia-Pacific Corp.

## 2.5 Bonding Materials

- A. Membrane Adhesives: Supplied by same manufacturer as membrane and formulated for use with roof membrane and insulation, inert to weathering by withstanding oxidation, ozonization, hydrolysis, and chemical attack from ponded water. Adhesive shall withstand specified uplift force. Adhesive shall be compliant with all Volatile Organic Compounds (VOCs) regulations.
- B. Flashing Cement Mastics, and Sealants: Supplied or approved by membrane manufacturer. Comply with all Volatile Organic Compounds (VOCs) regulations.

\*<sup>1</sup> Addendum No, 8, 08/15/16

## 2.6 Accessory Materials

- A. Accessory materials shall be as recommended in writing by membrane manufacturer, as required to comply with specified criteria, and appropriate for a 20-year warranted system whether or not such a warranty is being offered.
- B. Traffic Pads: approximately 24 inches by 24 inches by 1/4 inch as recommended in writing by membrane manufacturer. Layers of additional membrane are not acceptable as traffic pads.
- C. TPO Base Flashing: Use TPO membrane.
  - 1. Furnish factory pre-molded inside and outside corner units recommended in writing by manufacturer.
- D. Pre-molded Flashing Boots: Manufacturer's standard conical elastomeric boots, molded to fit pipe penetrations.
- E. Mechanical Fasteners: Corrosion-resistant per FMG 4470 criteria as recommended by membrane manufacturer and insulation manufacturer for deck type, and complying with fire and insurance uplift rating requirements. Provide system tested and approved for specified wind uplift rating.
- F. Tapered Edge Strips: 1 1/2 inches high by 18 inches wide, same material as insulation.
- G. Termination Bar: 3/32 inch thick extruded aluminum and punched with elongated holes approximately 1 inch on center.
- H. Concrete adjustable roof paver pedestal system where indicated. Basis of design: Wassau Terra Stand System with 36" square concrete pavers. Paver to be selected by Architect from manufacturer's full line.

## 2.7 Laminated Metal Flashing Fabrication

- A. Shop fabricate laminated metal flashing to form base flashing, edge flashing, scuppers and overflows as indicated in accordance with requirements of Flashing and Sheet Metal: Division 07.
- B. Shop fabricate inside and outside corners, transitions and terminations in accordance with requirements of Flashing and Sheet Metal: Division 07. Form inside corners with a 1 inch cant.

## Part 3 Execution

### 3.1 Examination

- A. Examine substrate surfaces to receive single-ply roofing system and associated work and conditions under which roofing will be installed.
  - 1. Verify roof openings, pipes, conduit, sleeves, ducts, and vents through roof are solidly set, and wood nailers, counterflashing receivers and reglets are in place.

\*<sup>1</sup> Addendum No, 8, 08/15/16

2. Verify that curbs, rails, pipe curb assemblies, roof top mechanical equipment and other roof-mounted elements specified elsewhere are in place and properly anchored.
  3. Verify that surrounding parapets, roof edges and walls are properly prepared for application of roofing system.
  4. Verify deck is supported and secured.
  5. Verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains and valleys.
  6. Verify deck surfaces are dry and free of snow or ice. Verify flutes of metal deck are clean and dry.
  7. Verify concrete substrates have a moisture content below manufacturer's published maximum recommended value.
  8. Verify that penetrating elements have indicated air seal or firestopping.
- B. Reporting: Report defects or deficiencies in writing to Contractor, Design Professional and Owner's Representatives.
- C. Do not proceed with roofing work until defects or deficiencies have been corrected.
- D. Acceptance: Commencement of roofing work constitutes acceptance of substrate. Provide removal and replacement of roofing required for, or caused by, defects or deficiencies in substrate, including damp materials at no additional cost.

### 3.2 Preparation

- A. Protect adjacent surface from staining or soiling caused by roofing application. Prevent liquid materials from entering or clogging drains, pipes, conduits or conductors. Prevent foreign materials from entering or clogging roof drains, scuppers or downspouts.
- B. Coordinate installing roofing system components so that, insulation, and insulation cover board are not exposed to precipitation or left exposed overnight. Provide watertight cut offs at end of each day's work to cover exposed sheets and insulation. Remove cut offs immediately before resuming Work.

### 3.3 Application

- A. General: Comply with approved submittals, Specifications, and manufacturer's written instructions for a 20-year warrantable system whether or not such a warranty is required.
- B. Insulation Application:
  1. General:
    - a. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

\*<sup>1</sup> Addendum No, 8, 08/15/16

- b. Lay tapered boards, tapered edge strips, or cut boards to slope to form a minimum 3 feet square by 1 1/2 inch deep sump at roof drains.
  - c. Apply no more insulation than can be covered with membrane in same day.
  - d. Install tapered edge strips wherever roofing intersects a vertical surface or a curb, at all penetrations, at perimeter of roof edge and as indicated.
  - e. Use tapered insulation or tapered edge strips to form crickets to direct water to roof drains. Install crickets behind all roof penetrations or irregularities, for example, roof-mounted equipment, curbs, rails and hatches which cross the down slope flow of water.
  - f. Place tapered thickness insulation to required slope pattern in accordance with manufacturer's written instructions and approved submittals.
  - g. Insulation cover board shall be top layer of insulation assembly. Cut insulation cover board to follow slope of roof insulation at tapered edge strips, crickets, valleys, ridges and other breaks in slope.
2. Insulation, Mechanically-Fastened:
- a. Mechanically-fasten insulation to substrate in accordance with insulation manufacturer's written instructions and as required to comply with specified uplift criteria.
  - b. Mechanically-fasten subsequent layers of insulation and insulation cover board with joints staggered minimum 6 inches from joints of first layer.
- C. TPO Membrane Application, Fully Adhered:
- 1. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
  - 2. Retain first paragraph below if applicable.
  - 3. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
  - 4. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
  - 5. Retain first paragraph below for adhesive bonding membrane to substrate.
  - 6. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
  - 7. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.
  - 8. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
  - 9. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
    - a. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.

\*<sup>1</sup> Addendum No, 8, 08/15/16

- b. Revise number of seam tests in first subparagraph below to suit Project.
- c. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
- d. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

10. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

D. TPO Flashings and Accessories:

- 1. Apply base flashings to seal membrane to vertical elements and penetrations. Install prefabricated corners. Form corners and special shapes with uncured sheets only when prefabricated shapes are not available.
- 2. Secure top of base flashing with roofing nails maximum 12 inches on center or with termination bar secured maximum 18 inches on center.
- 3. Coordinate overlap of base flashing under copings and other flashings with air/vapor barrier as indicated. Overlap shall occur on vertical surface and shall be shingled in the direction of flow.
- 4. Flash each penetrating pipe, conduit, tube or other similar elements using prefabricated flashing boots or pipe curb assembly specified in Roof Accessories: Division 07.
- 5. Coordinate installation of roof drains, sumps and related flashings.
- 6. Pitch pockets are not allowed.

E. Scuppers and Overflows: Verify that rough opening for has been lined with air/vapor barrier membrane flashing. Install shop fabricated scuppers and overflows under roofing membrane. Mechanically anchor at maximum 6 inches on center around perimeter of both faces and not less than two (2) anchors per leg. Seal roof membrane to scupper with adhesive at EPDM and TPO and by hot air welding at PVC.

F. Protective Coating: Apply coating to EPDM membrane materials exposed to view in accordance with manufacturer's written instructions.

G. Traffic Pads: Install pads using cold adhesive at EPDM and hot air welding at PVC and TPO as recommended in writing by manufacturer in locations indicated. Space pads to allow for drainage. Install traffic pads under each lightning protection air terminal mounted on roof and continuous under lightning protection cables.

3.4 Field Quality Control

A. Inspection: Services of an independent Inspection and Testing Agency shall be used in relation to this Work.

\*<sup>1</sup> Addendum No, 8, 08/15/16



- B. Moisture Test: Prior to Date of Substantial Completion, independent Inspection and Testing Agency specified in Division 01 will survey roof to search for leaks demonstrated by wet insulation.
    - 1. If there has not been rainfall of at least 1 inch in 24 hours during two (2) week period prior to test, use hoses and sprinklers to thoroughly soak roof surface for 12 hours. Submit request for change order for cost of soaking if required. Do not include cost of soaking in Base Price.
    - 2. If leaks or wet underlying materials are found, remove membrane and wet materials, let system dry and repair system. Contractor shall pay for retesting by original independent Inspection and Testing Agency until no leaks or wet underlying materials are discovered.
  - C. Manufacturer's Representative: Manufacturer's technical field representative shall inspect construction activities, at start of work, minimum two (2) hours per week during work and at completion of each area of work. Representative shall attend meetings concerning roofing when indicated or as scheduled to coordinate Work. Representative shall submit a written report after each inspection noting as a minimum weather conditions, condition of stored materials, work in progress, condition of substrates, number of workers and which workers have completed manufacturers' training programs, and all other pertinent data. Services of manufacturer's field representative are not intended to supersede manufacturer's written requirements for inspection to issue Warranty.
- 3.5 Cleaning
- A. Clean roof areas of roofing tools, unused materials and debris.
  - B. Clean spilled adhesive or other materials from exposed surfaces that were not to receive roofing.
  - C. Clean roof areas in order to meet LEED reflectance criteria.
- 3.6 Protection
- A. Protect roof system from construction traffic. Apply temporary protection if roof system is extensive roof traffic is required.
- 3.7 Roofing Schedule
- A. Roof System Type SMNA:
    - 1. Substrate: Cross Laminated Timber Deck.
    - 2. Insulation: Tapered Polyisocyanurate, Mechanically Fastened.
    - 3. Insulation Cover Board: Siliconized Gypsum sheathing, Mechanically Fastened.
    - 4. Roof Membrane: TPO sheet, Fully Adhered.

END

\*<sup>1</sup> Addendum No, 8, 08/15/16



333 Fayetteville Street  
 Suite 1100  
 Raleigh, NC 27601 USA  
 1.919.334.3111 Fax 1.919.334.3122

<b>Meeting Location</b>	Greenville Public Works	<b>Client</b>	City of Greenville
<b>Meeting Date/Time</b>	08/11/16 2:00 PM	<b>Project</b>	Greenville Transportation Activity Center
<b>Subject</b>	Pre-bid Conference	<b>Project No.</b>	L3005900
<b>Participants</b>	See attached attendees list	<b>Notes Prepared By</b>	J. Stevermer
<b>Attachments:</b>	Agenda, Attendees List and DBE / HUB / MWBE Instructions	<b>File</b>	4.1

Notes	Action
<p>1.1 The attached agenda of topics was reviewed and comments were noted as follows:</p> <ul style="list-style-type: none"> <li>• Deadline for questions to be submitted is 5:00 PM on 08/19/16.</li> <li>• DBE participation goal is 8.39%. DBE must be certified by DOT at time of bid.</li> <li>• MBE participation goal for project is 10%.</li> <li>• WBE participation goal for project is 6%.</li> <li>• Listing of DBE contractors and MWBE contractor listing (Affidavit C) to be submitted with the bid form.</li> <li>• Responsibility and costs associated with permitting and utility connections to be clarified via addendum.</li> <li>• Iran Divestment Act Certification form and Buy America Certificate of Compliance to be submitted with the bid form.</li> <li>• Addendums to be posted to City of Greenville procurement website, Questcdn, isqft and Dodge plan room.</li> </ul>	Record

City of Greenville  
Greenville Transportation Activity Center (GTAC)  
Pre-Bid Meeting  
Date: August 11, 2016  
Time: 2:00 PM

1. Introductions

John Stevermer, AIA

Jacobs

[john.stevermer@jacobs.com](mailto:john.stevermer@jacobs.com)

(919) 334-3115

2. Procurement and Contracting Requirements:

- Advertisement for Bids.
- Instructions to Bidders.
- Bonding. – 100% performance & payment bonds
- Insurance.
- Bid Security. – 5% of bid
- DBE Requirements
- MWBE Requirements
- Bid Form and Attachments.
- Bid Submittal Requirements.
- Notice of Award.

3. Communication during Bidding Period:

- Obtaining documents. – COG Procurement Website, Questcdn, isf, Dodge plan room
- Bidder's Requests for Information.
- Bidder's Substitution Request/Prior Approval Request.
- Addenda. – will be posted to the above document sources.

4. Contracting Requirements:

- Agreement.
- The General (AIA A201) and Supplemental Conditions.
- Special conditions for FTA.
  - Buy America Act
  - Anti-Lobbying Amendment
  - Davis-Bacon and Copeland Acts
  - Iran Divestment Act Certification

5. Construction Documents:

- Scopes of Work.
- Temporary Facilities.
- Use of Site.
- Work Restrictions.
- Alternates, Allowances, and Unit Prices.

- Substitutions following award. – within 60 days after award

6. Separate Contracts:

- Work of Other Contracts.

7. Schedule:

- Project Schedule.
- Contract Time. – 365 days
- Liquidated Damages. - \$1,000/day

8. Post-Meeting Addendum.

## DBE Documentation Overview

Forms	Submission Requirements	Required Form
<b>Listing of DBE Subcontractors</b> Lists the scope of work, unit price, and contract amount of participating DBE's on the project.	<b>Due with Bid</b>	<b>Listing of DBE Subcontractors</b>
<b>Letter of Intent</b> Signed by the DBE firm to affirm agreement with contractor to provide labor or supplies	<b>After award of contract, prior to issuance of notice to proceed</b>	<b>Letter of Intent</b>
<b>Monthly Payment Summary</b> Contractor shall provide with each pay request to the City all payments to subcontractors, suppliers, service providers	<b>With each pay request and final payment</b>	<b>Monthly Payment Summary</b>

### DBE Instructions

The Bidder shall provide with the bid the following documentation:

- Listing of DBE Subcontractors

(if participation is zero, please mark zero—**Blank forms will be considered nonresponsive**)

Within seven days after the bid opening, the apparent low bidder who has not met the DBE goal must provide documentation of good faith effort. (HUB Good Faith Efforts will not suffice).

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractor will submit the Monthly Payment Summary, listing payments made to DBE subcontractors.**

**\*\*\*If a change is needed in DBE Participation, the contractor must contact the owner for written approval.**

## HUB/MWBE Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 3 business days after notification of being the apparent low bidder, a prime who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

**\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

### Minimum Compliance Requirements:

**All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to**

**comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the City will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.**

**MWBE/HUB/DBE Requirements:  
Frequently Asked Questions**

Q: Where do I locate HUB certified firms?

A: Visit the NC Department of Administration website at <http://ncadmin.nc.gov/businesses/hub>

Q: Where do I locate DBE certified firms?

A: Visit the NC Department of Transportation website at <https://partner.ncdot.gov/VendorDirectory/default.html>

Q: Will a MBE/WBE certified firm in the DBE (NC Department of Transportation) database meet HUB – MWBE participation goals?

A: No. The firm must be certified in the State of NC Department of Administration HUB database.

Q: Can one firm satisfy both the DBE and HUB Goal?

A: Yes. For example, a DBE certified firm that is also a HUB certified firm may meet both goals. Keep in mind that the HUB status must be broken down into MBE and WBE. If the HUB firm is an MBE (and DBE certified) and is performing at least 10% of the project, the contractor would meet both the DBE and MBE goal. However, the contractor is still obligated to make good faith efforts to meet the HUB/WBE goal.

Q: A contractor at first glance meets HUB participation goals for a project; however, upon further inspection, it is noted that the subcontractors utilized are not certified by the NC HUB office. What happens next?

A: The contractor will be notified that they must complete Affidavit D and provide their Good Faith Effort documentation within three business days as they have not met the requirements for meeting HUB goals.

Q: What if I meet DBE goals but do not meet HUB goals?

A: You are still required to submit Affidavit D and provide Good Faith Effort documentation. Your efforts must show that you reached out to **HUB** certified firms.



Q: A contractor wants to utilize a firm that is in the process of being certified by the NC HUB Office but is not likely to be certified at the time of bid opening. May the contractor still utilize this firm in hopes of meeting MWBE participation requirements?

A: The subcontractor will only count if certified at time of bid opening.

Q: A contractor meets or exceeds the goal for one of the minority categories (i.e.: MBE) but does not meet the goal for the remaining category (i.e.: WBE). Is the contractor required to complete Affidavit D?

A: Yes

Q: A contractor is able to acquire subcontractors to meet only one of the minority categories; however, the total percentage is 16%. Has this person achieved the goals requirement?

A: No. CITY policy has established a separate goals system and both are required in order to achieve goals. The contractor must complete Affidavit D and provide appropriate documentation.

Q: What if a contractor fails to file an Affidavit required with the bid?

A: Statute states that failure to file an Affidavit is grounds for rejection of the bid.

Q: How many points must a contractor achieve in order to meet the "Good Faith Effort" standard?

A: A contractor must achieve a total of 50 points.

**City of Greenville/GUC  
M/WBE Documentation Overview  
Formal Construction \$100,000 and above**

<b>Forms</b>	<b>Submission Requirements</b>	<b>Required Form</b>
<b>Identification of Minority/Women Business Participation</b> Lists the total dollar amount of participation by MBEs and WBEs that the contractor <u>will use</u> on the project.	<b>Due with Bid</b>	<b>Identification of Minority/Women Business Participation</b>
<b>Listing of Good Faith Efforts</b> Indicates the actions you undertook to recruit and solicit minority subcontractors, vendors, or suppliers for this project.	<b>Due with Bid</b>	<b>Affidavit A</b>
<b>Intent to Perform Contract with Own Workforce</b> Indicates that the bidder does not customarily subcontract elements of this type of project and normally performs all elements of work on this project with his/her own work force	<b>Due with Bid (if self-performing)</b>	<b>Affidavit B</b>
<b>Portion of Work to be Performed by M/WBE Firms</b> Identifies minority participation that is equal to or greater than the M/WBE goals for construction: 10%MBE, 6%WBE	<b>Within 3 business days after notification of being the apparent low bidder</b>	<b>Affidavit C</b> (do not complete if already submitted Affidavit B)
<b>Documentation of Good Faith Efforts</b> Indicates GFEs of bidders who do not achieve the total M/WBE Goals: 10%MBE, 6%WBE	<b>Within 3 business days after notification of being the apparent low bidder</b>	<b>Affidavit D</b>
<b>Letter(s) of Intent</b> Signed by the minority firms to affirm agreement with contractor to provide labor or supplies	<b>After award of contract, prior to issuance of notice to proceed</b>	<b>Letter of Intent</b>
<b>Request to Change M/WBE Participation</b> Used to request a change in subcontractor or supplier. Any change requires Good Faith Efforts to maintain the goals of M/WBE Participation	<b>At any point during the contract period</b>	<b>Request to Change M/WBE Participation</b>
<b>Documentation for all Contract Payments</b> Contractor shall provide with each pay request to the City all payments to subcontractors, suppliers, service providers	<b>With each pay request and final payment</b>	<b>Proof of Payment Certification</b>


# HUB Database Sample Search

Search for Vendor Information - Windows Internet Explorer

https://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h

File Edit View Favorites Tools Help

Search for Vendor Information



State of North Carolina  
Office for Historically Underutilized Businesses  
Search for Vendor Information

This page allows you to search for vendors by one or more selection criteria. To search for a vendor, enter your search criteria in the form below and click the SEARCH button. If any criteria do not apply simply leave that item blank.

**City of Durham** - To search for businesses to meet participation goals, click [http://www.durhamnc.gov/applications/SDBE\\_public/Index.cfm](http://www.durhamnc.gov/applications/SDBE_public/Index.cfm) or call (919) 560-4180.

**City of Charlotte** - To search for businesses certified as Small Business Enterprise firms with the City of Charlotte, click <http://www.charmeck.org/Departments/Economic+Development/Small+Business+Opportunities/Find+a+Vendor/> or call (704) 336-2473.

Vendor Number:

Company Name:  (type in just the first 3 or 4 letters to expand your results)

Contact Last Name:  (type in just the first 3 or 4 letters to expand your results)

Email Address:  (type in just the first 3 or 4 letters to expand your results)

HUB Certification: Yes

Small Business: Not Specified

City:

County:  Hold down the control(Ctrl) key and click to select multiple counties.

State: NC

Be sure to search in HUB Database; Minority status is pre-selected

Internet 100%

Able to search by business physical location (City, County, State) only....

Or further refine your search to include Construction Code, Construction/Design Service, License Limitation, and Work Classification/License Specialty.

Search for Vendor Information - Windows Internet Explorer  
https://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=eh

Small Business: Not Specified  
City:   
*Hold down the control(Ctrl) key and click to select multiple counties.*  
County: PENDER, PERQUIMANS, PERSON, **PITT**  
State: NC

---

*Hold down the control(Ctrl) key and click to select multiple commodities.*  
Commodities: ---All---, Abrasives, Acoustical Tile, Insulating Materials, and Supplies, Addressing, Copying, Mimeo., Dupli. Machines, Supplies

---

Construction License: Not Specified  
*Hold down the control(Ctrl) key and click to select multiple construction codes.*  
Construction Codes: Drainage and Containment, Dumbwaiters, **Earthwork**, Ecclesiastical Equipment  
*Hold down the control(Ctrl) key and click to select multiple service types.*  
Construction/Design Services: Engineering Service, Electrical Contractor, **General Contractor**, General Trades/Sub Contractor  
Limitations: Unlimited  
*Hold down the control(Ctrl) key and click to select multiple classifications.*  
Work Classification/License Specialty: ---All---, Building, Residential, **Highway**

[IPS Home](#) | [Vendor Link NC Home](#) | [P&C Home](#) | [NCCOA Home](#) | [NC.gov](#)

North Carolina Interactive Purchasing System  
Copyright © 2008 North Carolina Department of Administration  
Division of Purchase and Contract

# DBE Database Sample Search

The screenshot shows the 'Directory of Firms' search page. The 'Certification' section is highlighted with a red circle, showing a list of certification options:  Disadvantaged Business Enterprise (DBE),  Minority Business Enterprise (MBE),  Woman Business Enterprise (WBE), and  Small Business Enterprise (SBE). The 'Start Your Directory Search' sidebar on the right lists search criteria: Certified Firms, Prequalified Bidders, PO Prime Contractors, & Subcontractors, Prequalified Consultants, Firm Name, NCDOT Work Code, NAICS Code, and Help. Below this is a 'Download Vendor Listings' section with buttons for DBE Directory, SBE Directory, Prequalified Bidders, PO Prime Contractors, & Subcontractors, and Prequalified Consultants. A 'Contact Form' link is also present.

**Firms must be DBE certified. The MBE and WBE status do not count.**

The screenshot shows the 'Advanced Search' options. The 'Desired Work Location' section is highlighted with a red circle. It includes a 'Reset' button, a 'Select Counties by NC Division' dropdown, and a table of counties and divisions. The table has two columns: 'Sort By County' and 'Sort By Division'. The counties listed are BERTIE, CAMDEN, CHOWAN, CURRITUCK, and HADE, all under Division 01. Below this is the 'Address Location' section, which also includes a 'Reset' button, a 'Select Counties by NC Division' dropdown, and a table of counties and divisions. The counties listed are BERTIE and CAMDEN, both under Division 01.

**Advanced search allows the option of filtering by desired work location.**

### Instructions for Affidavit D

Point Value	Good Faith Effort	Types of Documentation Suggested
10	Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.	<ol style="list-style-type: none"> <li>1. A reasonable number of direct notice (i.e.: mail, fax, email) solicitations to <b>HUB certified firms</b> for each <u>subcontract specialty</u>. <b>Firms not HUB certified will not count towards solicitations.</b> In an effort to find HUB certified firms, please check the HUB website at <a href="http://ncadmin.nc.gov/businesses/hub">http://ncadmin.nc.gov/businesses/hub</a>  M/WBE firms. Each solicitation shall include: <ul style="list-style-type: none"> <li>• A description of the work for which the bid is being solicited.</li> <li>• The date, time, and location where bids are to be submitted.</li> <li>• The name of the individual within the company who will be available to answer questions about the project.</li> <li>• Where bid documents may be reviewed.</li> <li>• Any special requirements that may exist.</li> </ul> </li> <li>2. A telephone log of follow-up calls to <u>each</u> firm initially solicited to determine with certainty whether the M/WBE is interested in bidding.</li> <li>3. For any subcontract specialty where a M/WBE was solicited and responded but not used, copies of quotes from each (M/WBE and non-M/WBE) firm responding to the solicitation.</li> </ol>
10	Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.	Generally demonstrated by the Prime Contractor making approved plans and specifications and bid documents <b>widely</b> available (typically: Prime Contractor's office, local, and minority plan rooms)
15	Broken down or combined elements of work into economically feasible units to facilitate minority participation.	Letter explaining how the Prime Contractor identified and selected portions of work to be performed by M/WBE's in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation). Also, <b>provide a copy of documentation</b> where these specific subcontracts were solicited.
10	Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.	Provide a copy of documentation of any contacts or correspondence to: <ul style="list-style-type: none"> <li>• minority business,</li> <li>• community, or</li> <li>• contractor associations, or</li> <li>• City/GUC M/WBE Office</li> </ul>
10	Attended prebid meetings scheduled by the public owner.	The Owner will supply a copy of the pre-bid attendance sheet.
20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.	<ul style="list-style-type: none"> <li>• Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority firms and, if applicable, an agreement with the M/WBE firms which accepted offer.</li> </ul>

		<ul style="list-style-type: none"> <li>• Copy of company policy substantiating assistance.</li> <li>• Letter from the bonding/insurance company agreeing to extend support.</li> </ul>
15	Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.	<ul style="list-style-type: none"> <li>• For any subcontract specialty where a M/WBE was solicited and responded but not used, copies of quotes from each (M/WBE and non-M/WBE) firm responding to the solicitation.</li> <li>• Provide a letter of explanation and documentation detailing reasons for rejecting any M/WBE firm's bid as unqualified.</li> </ul>
25	Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.	<ul style="list-style-type: none"> <li>• Letter detailing how your company provided assistance to an otherwise qualified minority in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required.</li> <li>• Letter detailing how your company assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Offer should be included in solicitation.</li> </ul>
20	Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.	<ul style="list-style-type: none"> <li>• Letter detailing efforts in negotiating a joint venture</li> <li>• Copy of the joint venture agreement.</li> </ul>
20	Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.	<ul style="list-style-type: none"> <li>• Copy of agreement extended to M/WBE firms</li> <li>• Offer included in solicitation letter</li> </ul>

## Tips for Submitting Responsive Bids

- Read special instructions to bidders thoroughly and completely. Instructions for submitting a responsive bid are described extensively.
- Make sure all firms utilized to meet participation goals are HUB and/or DBE certified. HUB certifications can be verified via the web at <http://ncadmin.nc.gov/businesses/hub>. DBE certifications can be verified at <https://partner.ncdot.gov/VendorDirectory/search.html?s=fn&a=new>
- Do not list uncertified firms on MWBE/DBE forms. Uncertified firms do not meet the goal requirement.
- If you have questions, feel at ease to contact the MWBE Coordinator.
- Make certain that all forms are filled out COMPLETELY. A complete form includes signature and notary seals.
- All good faith efforts must be made at time of bid.
- Blank forms/fields are NOT responsive. A form that is blank will not be assumed to equal zero.





## DBE Documentation Overview

Forms	Submission Requirements	Required Form
<b>Listing of DBE Subcontractors</b> Lists the scope of work, unit price, and contract amount of participating DBE's on the project.	<b>Due with Bid</b>	<b>Listing of DBE Subcontractors</b>
<b>Letter of Intent</b> Signed by the DBE firm to affirm agreement with contractor to provide labor or supplies	<b>After award of contract, prior to issuance of notice to proceed</b>	<b>Letter of Intent</b>
<b>Monthly Payment Summary</b> Contractor shall provide with each pay request to the City all payments to subcontractors, suppliers, service providers	<b>With each pay request and final payment</b>	<b>Monthly Payment Summary</b>

### DBE Instructions

The Bidder shall provide with the bid the following documentation:

- Listing of DBE Subcontractors

(if participation is zero, please mark zero—**Blank forms will be considered nonresponsive**)

Within seven days after the bid opening, the apparent low bidder who has not met the DBE goal must provide documentation of good faith effort. (HUB Good Faith Efforts will not suffice).

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractor will submit the Monthly Payment Summary, listing payments made to DBE subcontractors.**

**\*\*\*If a change is needed in DBE Participation, the contractor must contact the owner for written approval.**

## HUB/MWBE Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 3 business days after notification of being the apparent low bidder, a prime who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

**\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

### Minimum Compliance Requirements:

**All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to**

**comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the City will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.**

**MWBE/HUB/DBE Requirements:  
Frequently Asked Questions**

Q: Where do I locate HUB certified firms?

A: Visit the NC Department of Administration website at <http://ncadmin.nc.gov/businesses/hub>

Q: Where do I locate DBE certified firms?

A: Visit the NC Department of Transportation website at <https://partner.ncdot.gov/VendorDirectory/default.html>

Q: Will a MBE/WBE certified firm in the DBE (NC Department of Transportation) database meet HUB – MWBE participation goals?

A: No. The firm must be certified in the State of NC Department of Administration HUB database.

Q: Can one firm satisfy both the DBE and HUB Goal?

A: Yes. For example, a DBE certified firm that is also a HUB certified firm may meet both goals. Keep in mind that the HUB status must be broken down into MBE and WBE. If the HUB firm is an MBE (and DBE certified) and is performing at least 10% of the project, the contractor would meet both the DBE and MBE goal. However, the contractor is still obligated to make good faith efforts to meet the HUB/WBE goal.

Q: A contractor at first glance meets HUB participation goals for a project; however, upon further inspection, it is noted that the subcontractors utilized are not certified by the NC HUB office. What happens next?

A: The contractor will be notified that they must complete Affidavit D and provide their Good Faith Effort documentation within three business days as they have not met the requirements for meeting HUB goals.

Q: What if I meet DBE goals but do not meet HUB goals?

A: You are still required to submit Affidavit D and provide Good Faith Effort documentation. Your efforts must show that you reached out to **HUB** certified firms.

Q: A contractor wants to utilize a firm that is in the process of being certified by the NC HUB Office but is not likely to be certified at the time of bid opening. May the contractor still utilize this firm in hopes of meeting MWBE participation requirements?

A: The subcontractor will only count if certified at time of bid opening.

Q: A contractor meets or exceeds the goal for one of the minority categories (i.e.: MBE) but does not meet the goal for the remaining category (i.e.: WBE). Is the contractor required to complete Affidavit D?

A: Yes

Q: A contractor is able to acquire subcontractors to meet only one of the minority categories; however, the total percentage is 16%. Has this person achieved the goals requirement?

A: No. CITY policy has established a separate goals system and both are required in order to achieve goals. The contractor must complete Affidavit D and provide appropriate documentation.

Q: What if a contractor fails to file an Affidavit required with the bid?

A: Statute states that failure to file an Affidavit is grounds for rejection of the bid.

Q: How many points must a contractor achieve in order to meet the "Good Faith Effort" standard?

A: A contractor must achieve a total of 50 points.

**City of Greenville/GUC  
M/WBE Documentation Overview  
Formal Construction \$100,000 and above**

<b>Forms</b>	<b>Submission Requirements</b>	<b>Required Form</b>
<b>Identification of Minority/Women Business Participation</b> Lists the total dollar amount of participation by MBEs and WBEs that the contractor <u>will use</u> on the project.	<b>Due with Bid</b>	<b>Identification of Minority/Women Business Participation</b>
<b>Listing of Good Faith Efforts</b> Indicates the actions you undertook to recruit and solicit minority subcontractors, vendors, or suppliers for this project.	<b>Due with Bid</b>	<b>Affidavit A</b>
<b>Intent to Perform Contract with Own Workforce</b> Indicates that the bidder does not customarily subcontract elements of this type of project and normally performs all elements of work on this project with his/her own work force	<b>Due with Bid (if self-performing)</b>	<b>Affidavit B</b>
<b>Portion of Work to be Performed by M/WBE Firms</b> Identifies minority participation that is equal to or greater than the M/WBE goals for construction: 10%MBE, 6%WBE	<b>Within 3 business days after notification of being the apparent low bidder</b>	<b>Affidavit C</b> (do not complete if already submitted Affidavit B)
<b>Documentation of Good Faith Efforts</b> Indicates GFEs of bidders who do not achieve the total M/WBE Goals: 10%MBE, 6%WBE	<b>Within 3 business days after notification of being the apparent low bidder</b>	<b>Affidavit D</b>
<b>Letter(s) of Intent</b> Signed by the minority firms to affirm agreement with contractor to provide labor or supplies	<b>After award of contract, prior to issuance of notice to proceed</b>	<b>Letter of Intent</b>
<b>Request to Change M/WBE Participation</b> Used to request a change in subcontractor or supplier. Any change requires Good Faith Efforts to maintain the goals of M/WBE Participation	<b>At any point during the contract period</b>	<b>Request to Change M/WBE Participation</b>
<b>Documentation for all Contract Payments</b> Contractor shall provide with each pay request to the City all payments to subcontractors, suppliers, service providers	<b>With each pay request and final payment</b>	<b>Proof of Payment Certification</b>


# HUB Database Sample Search

Search for Vendor Information - Windows Internet Explorer

https://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h

File Edit View Favorites Tools Help

Search for Vendor Information



State of North Carolina  
Office for Historically Underutilized Businesses  
Search for Vendor Information

This page allows you to search for vendors by one or more selection criteria. To search for a vendor, enter your search criteria in the form below and click the SEARCH button. If any criteria do not apply simply leave that item blank.

**City of Durham** - To search for businesses to meet participation goals, click [http://www.durhamnc.gov/applications/SDBE\\_public/Index.cfm](http://www.durhamnc.gov/applications/SDBE_public/Index.cfm) or call (919) 560-4180.

**City of Charlotte** - To search for businesses certified as Small Business Enterprise firms with the City of Charlotte, click <http://www.charmeck.org/Departments/Economic+Development/Small+Business+Opportunities/Find+a+Vendor/> or call (704) 336-2473.

Vendor Number:

Company Name:  (type in just the first 3 or 4 letters to expand your results)

Contact Last Name:  (type in just the first 3 or 4 letters to expand your results)

Email Address:  (type in just the first 3 or 4 letters to expand your results)

HUB Certification: Yes

Small Business: Not Specified

City:

County:  Hold down the control(Ctrl) key and click to select multiple counties.

State: NC

Be sure to search in HUB Database; Minority status is pre-selected

Able to search by business physical location (City, County, State) only....

Or further refine your search to include Construction Code, Construction/Design Service, License Limitation, and Work Classification/License Specialty.

Search for Vendor Information - Windows Internet Explorer  
https://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=eh

Small Business: Not Specified  
City:   
*Hold down the control(Ctrl) key and click to select multiple counties.*  
County: PENDER, PERQUIMANS, PERSON, **PITT**  
State: NC

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*Hold down the control(Ctrl) key and click to select multiple commodities.*  
Commodities: ---All---, Abrasives, Acoustical Tile, Insulating Materials, and Supplies, Addressing, Copying, Mimeo., Dupli. Machines, Supplies

---

Construction License: Not Specified  
*Hold down the control(Ctrl) key and click to select multiple construction codes.*  
Construction Codes: Drainage and Containment, Dumbwaiters, **Earthwork**, Ecclesiastical Equipment  
*Hold down the control(Ctrl) key and click to select multiple service types.*  
Construction/Design Services: Engineering Service, Electrical Contractor, **General Contractor**, General Trades/Sub Contractor  
Limitations: Unlimited  
*Hold down the control(Ctrl) key and click to select multiple classifications.*  
Work Classification/License Specialty: ---All---, Building, Residential, **Highway**

[IPS Home](#) | [Vendor Link NC Home](#) | [P&C Home](#) | [NCCOA Home](#) | [NC.gov](#)

North Carolina Interactive Purchasing System  
Copyright © 2008 North Carolina Department of Administration  
Division of Purchase and Contract

# DBE Database Sample Search

The screenshot shows the 'Directory of Firms' search page. The 'Certification' section is highlighted with a red circle, showing a list of certification options. The 'Disadvantaged Business Enterprise (DBE)' option is checked, while 'Minority Business Enterprise (MBE)', 'Woman Business Enterprise (WBE)', and 'Small Business Enterprise (SBE)' are unchecked. The 'Type of Firm' section is also visible below.

**Start Your Directory Search**

Certified Firms  
Prequalified Bidders, PO Prime Contractors, & Subcontractors  
Prequalified Consultants

Firm Name  
NCDOT Work Code  
NAICS Code  
Help

**Download Vendor Listings**

DBE Directory  
SBE Directory  
Prequalified Bidders, PO Prime Contractors, & Subcontractors  
Prequalified Consultants

**Contact Form**  
For questions & feedback about this area of Connect NCDOT,

**Firms must be DBE certified. The MBE and WBE status do not count.**

The screenshot shows the 'Desired Work Location' section, which is highlighted with a red circle. It includes a 'Reset' button and a table of counties and divisions. The 'Address Location' section is also visible below.

**Desired Work Location**

Select Counties by NC Division  
 01  02  03  04  05  06  07  08  09  10  11  12  13  14

Sort By County    Sort By Division

<input type="checkbox"/> BERTIE	Division 01
<input type="checkbox"/> CAMDEN	Division 01
<input type="checkbox"/> CHOWAN	Division 01
<input type="checkbox"/> CURRITUCK	Division 01
<input type="checkbox"/> DADE	Division 01

**Address Location**

Georgia     South Carolina     Tennessee     Virginia

Select Counties by NC Division  
 01  02  03  04  05  06  07  08  09  10  11  12  13  14

Sort By County    Sort By Division

<input type="checkbox"/> BERTIE	Division 01
<input type="checkbox"/> CAMDEN	Division 01

**Advanced search allows the option of filtering by desired work location.**



### Instructions for Affidavit D

Point Value	Good Faith Effort	Types of Documentation Suggested
10	Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.	<ol style="list-style-type: none"> <li>1. A reasonable number of direct notice (i.e.: mail, fax, email) solicitations to <b>HUB certified firms</b> for each <u>subcontract specialty</u>. <b>Firms not HUB certified will not count towards solicitations.</b> In an effort to find HUB certified firms, please check the HUB website at <a href="http://ncadmin.nc.gov/businesses/hub">http://ncadmin.nc.gov/businesses/hub</a>  M/WBE firms. Each solicitation shall include: <ul style="list-style-type: none"> <li>• A description of the work for which the bid is being solicited.</li> <li>• The date, time, and location where bids are to be submitted.</li> <li>• The name of the individual within the company who will be available to answer questions about the project.</li> <li>• Where bid documents may be reviewed.</li> <li>• Any special requirements that may exist.</li> </ul> </li> <li>2. A telephone log of follow-up calls to <u>each</u> firm initially solicited to determine with certainty whether the M/WBE is interested in bidding.</li> <li>3. For any subcontract specialty where a M/WBE was solicited and responded but not used, copies of quotes from each (M/WBE and non-M/WBE) firm responding to the solicitation.</li> </ol>
10	Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.	Generally demonstrated by the Prime Contractor making approved plans and specifications and bid documents <b>widely</b> available (typically: Prime Contractor's office, local, and minority plan rooms)
15	Broken down or combined elements of work into economically feasible units to facilitate minority participation.	Letter explaining how the Prime Contractor identified and selected portions of work to be performed by M/WBE's in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation). Also, <b>provide a copy of documentation</b> where these specific subcontracts were solicited.
10	Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.	Provide a copy of documentation of any contacts or correspondence to: <ul style="list-style-type: none"> <li>• minority business,</li> <li>• community, or</li> <li>• contractor associations, or</li> <li>• City/GUC M/WBE Office</li> </ul>
10	Attended prebid meetings scheduled by the public owner.	The Owner will supply a copy of the pre-bid attendance sheet.
20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.	<ul style="list-style-type: none"> <li>• Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority firms and, if applicable, an agreement with the M/WBE firms which accepted offer.</li> </ul>

		<ul style="list-style-type: none"> <li>• Copy of company policy substantiating assistance.</li> <li>• Letter from the bonding/insurance company agreeing to extend support.</li> </ul>
15	Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.	<ul style="list-style-type: none"> <li>• For any subcontract specialty where a M/WBE was solicited and responded but not used, copies of quotes from each (M/WBE and non-M/WBE) firm responding to the solicitation.</li> <li>• Provide a letter of explanation and documentation detailing reasons for rejecting any M/WBE firm's bid as unqualified.</li> </ul>
25	Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.	<ul style="list-style-type: none"> <li>• Letter detailing how your company provided assistance to an otherwise qualified minority in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required.</li> <li>• Letter detailing how your company assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Offer should be included in solicitation.</li> </ul>
20	Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.	<ul style="list-style-type: none"> <li>• Letter detailing efforts in negotiating a joint venture</li> <li>• Copy of the joint venture agreement.</li> </ul>
20	Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.	<ul style="list-style-type: none"> <li>• Copy of agreement extended to M/WBE firms</li> <li>• Offer included in solicitation letter</li> </ul>

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August 11, 2016

Pre-Bid Conference  
 Greenville Transportation Activity Center (GTAC)  
 Greenville, NC

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