

**706 EAST SECOND STREET CULVERT REPLACEMENT AND
FOUNDATION RESTORATION PROJECT
GREENVILLE, NORTH CAROLINA**

CITY OF GREENVILLE
NORTH CAROLINA

January 13, 2017

PROJECT NUMBER: PWD-2017-01



Find yourself in good company

CITY OF GREENVILLE, NC
PUBLIC WORKS DEPARTMENT
1500 BEATTY STREET

**City of Greenville Public Works Department
Informal Bid Request Form**

706 EAST SECOND STREET

CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT

Scope of Work:

The project shall include the removal of 94 LF of 36" CMP and construction of 8 LF of 24" RCP and 88 LF of 30" RCP. The new pipe shall be placed on the new route, grade, and elevations shown on drawing C1.1-Storm Drainage. The work includes constructing a drop inlet on the existing 24" RCP, extending new 24-inch RCP to a new JB-1, providing new 30-inch RCP to extend northward to the driveway of 706 East Second Street, with two additional new junction boxes to set up a right angle crossing of the existing sewer main. A new drop inlet is to be set at the same approximate location as the existing inlet. The installation of the pipe will require the new pipe to be installed with the existing piping to remain in service until completion and acceptance of the new piping. If, during construction, bypass of the influent storm drainage is required this work is to be provided by the contractor. The contractor will be allowed full use of the lot to complete the necessary work but is responsible for restoration of any damages caused by contract work.

The work also includes the placement of helical piers to support the foundation of the existing home.

All disturbed areas are to be seeded and mulched. Any sediment allowed by contract work to enter downstream piping will be the responsibility of the contractor to remove. The price shall include all materials, equipment, equipment operators, labor and laborers, and incidentals necessary to satisfactorily complete the work.

Special Conditions:

All access to the work site will be within the existing street right of way and an existing drainage easement. All work to be performed Monday-Friday 8AM-5PM.

Work Location: 706 East Second Street

Pre-bid Meeting: Tuesday, January 31, 2017 @ 2:00PM (The pre-bid meeting is not mandatory, but it is recommended that any potential bidder attend.)

Bid submittal deadline: Tuesday, February 14, 2017 @ 2:00PM

Contractor Name and Address:

Firm Owner: _____ **Date:** _____

Total Bid for equipment and labor: _____

Bid submitted by: _____ **Signature:** _____

Notes:

1. Please attach breakdown of bid from bid package including all necessary forms
2. Bid will be considered valid for a period of 60 days after submittal

INVITATION FOR INFORMAL BID - 706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT

The person, firm or corporation making a proposal shall submit it in a sealed envelope to Mr. Victor Long at the Public Works Administrative offices located at 1500 Beatty Street, Greenville N.C. , 27834, on or before the hour and day stated on the attached bid request form. The words 706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT and the name Victor Long should appear on the outside of the sealed envelope. The proposal may also be mailed but must be received by the City of Greenville, Public Works Department prior to the time and date stated on the attached bid request form. **There will be a pre-bid meeting scheduled for Thursday, January 31, 2017 @ 2:00 PM. The meeting will be held at 706 East Second Street. The pre-bid meeting is not mandatory, but it is recommended that any potential bidder attend.**

The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. Any bids not submitted on such forms provided will be considered non-responsive.

No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to **Victor Long, Engineering Assistant II.**

The City of Greenville reserves the right to reject any and all bids, to waive any formalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening.

It is expressly understood by the bidders that written notice of award and/or receipt of purchase order will constitute agreement by the City to consummate the transaction and will serve together with the proposal, scope of work, and these instructions as the entire form of contract between the parties except in cases where formal contracts are warranted.

Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

The City has adopted an Equal Opportunity Clause which is incorporated into specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, North Carolina. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting its policy of nondiscrimination regarding the handicapped.

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

Questions regarding any part of this bid shall be directed to Victor Long, Engineering Assistant II, Public Works Department, 1500 Beatty Street, Greenville N. C. 27834, telephone (252) 329- 4888.

REQUEST FOR INFORMAL BIDS
706 EAST SECOND STREET CULVERT REPLACEMENT AND
FOUNDATION RESTORATION PROJECT
GREENVILLE, NORTH CAROLINA

GENERAL INSTRUCTIONS TO BIDDERS

1. No proposal may be changed or withdrawn after **February 14, 2017 at 2:00PM**. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to Victor Long, Engineering Assistant II.
2. The CONTRACTOR shall give his personal superintendence to the work or have a competent superintendent, satisfactory to the OWNER, on the job 100 percent (100%) of the time during the progress of the work, with authority to act for him.
3. The CONTRACTOR shall perform 50 percent of the contract price with his own forces (See project special provisions).
4. The CONTRACTOR shall secure all permits for the construction of the work hereinafter described under this contract with the exception of riparian buffer authorization. The OWNER shall submit Pre-Construction Notification to the NC Department of Environment and Natural Resources and shall acquire riparian buffer authorization.
5. The CONTRACTOR shall be responsible for removal from premises all construction residue created by his work. At completion of the work, at the time for final inspection, the CONTRACTOR shall have the work clean and ready for acceptance. Periodic cleaning up shall be done as rubbish accumulates; but no less than once per week during the course of this project. Disposal of residue accumulated shall be the CONTRACTOR'S responsibility.
6. Unless otherwise specifically set forth, the CONTRACTOR shall furnish all materials, labor, etc. necessary to fully complete the work according to the true meaning of these specifications, of which intent and meaning the OWNER shall be the interpreter. Except when otherwise indicated, no local terms or classifications will be considered in the interpretation of the contract or the specifications forming a part thereof.
7. The work is entirely under the control of the OWNER. The OWNER may require the CONTRACTOR to remove such materials that do not conform to the intent and meaning of the plans and specifications and to dismiss such workmen as they deem to be incompetent or careless. The CONTRACTOR shall furnish the OWNER a complete breakdown of the cost of labor, materials, and subcontractors prior to beginning construction.
8. Arbitration is hereby deleted from this contract. Arbitration will not be acceptable as a means for settling claims, disputes and other matters.
9. All work shall be executed in the best and the most workmanlike manner in strict accordance with the drawings and specifications by qualified, careful, and efficient workers in accordance with local, State and Federal agencies.

10. Partial payments may be allowed once every 30 days or full payment will be made lump sum within thirty (30) consecutive calendar days after acceptance of the work and the submission both of notarized CONTRACTOR'S affidavit and three (3) copies of invoices which are to include the contract, account, and job order numbers. A separate invoice will be required for each intersection where traffic signal work is performed.
11. The CONTRACTOR'S affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
12. If there are any change orders approved for this project, overhead and profit shall be limited to ten percent (10%) of the change order amount.
13. All work is to be performed in compliance with Federal, State, and local codes, and all necessary permits shall be obtained.
14. Specifications and warranty information for all materials proposed for installation shall be submitted with the proposal.
15. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. Inspections shall take place at (6) months and eleven (11) months after acceptance of the work and during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months of repair of the item.
16. In addition to the 1-year warranty on all items in this project scope, including any additions and changes, there will be an extended warranty for the Helical Piers. The warranty will be direct from the pier manufacturer with a term of at least 20 years running from the date the work is completed. The City will require the Contractor upon completion of the work, to certify in writing to the City and Owner that the installation has been completed in accordance with the manufacturer's requirements and the installation qualifies for the manufacturer's warranty. The City will require the Contractor to provide a construction report to the City, Owner, and manufacturer that includes the installation logs, installation torque and any additional documentation required by the manufacturer for warranty purposes. All the above mention information needs to be in the final report provided as well as the helical piers will not be considered complete until they are approved by a structural Engineer from The East Group.
17. Refer to the Special Provisions which follow for the contract insurance requirements.
18. Executed contract documents, insurance certifications, and, upon completion and acceptance of the work, invoices and other information requested, are to be sent to:

Mr. Victor Long, Engineering Assistant II
City of Greenville, Public Works Department
1500 Beatty Street, Greenville, NC 27834

19. Questions relative to technical aspects of the work to be done should be directed to Mr. Victor Long, 1500 Beatty Street, Greenville N. C. 27834, telephone (252) 329- 4888 (Engineering

Division).

20. Firms submitting a bid are attesting that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
21. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
22. Minority and/or Women Business Enterprise (MWBE) Program

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned firms whenever possible.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

23. Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

24. LOCAL PREFERENCE POLICY

The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

25. E-Verify Compliance:

By submitting a proposal, 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.

All firms submitting bids are required to complete the Affidavit form.

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INSTRUCTION TO BIDDERS

1. Defined Terms

- 1.1. Terms used in these Instructions to Bidders that are defined in the Standard General Conditions of the Construction Contract (No. 1910-8) (1996 Edition) have the meanings assigned to them in the General Conditions.
- 1.2. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1.2.1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
 - 1.2.2. Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - 1.2.3. Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on basis of Owner’s evaluation as hereinafter provided) makes an award.
 - 1.2.4. Owner – the City of Greenville, NC.
 - 1.2.5. Engineer – City Engineer or his designated representative of the Public Works Department, Engineering Division, of the City of Greenville.

2. Copies of Bidding Documents

- 2.1. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.2. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

- 3.1. To demonstrate qualifications to perform the Work, prior to award, within five days of Owner's request, Bidder shall submit written evidence which shall include, but not be limited to the following:
 - 3.1.1. Official name of Bidder and length of time the organization has been in business under present name.
 - 3.1.2. Address and phone numbers of company office that will manage the Project if different than that provided in the Bid.
 - 3.1.3. Officers of the company. Name and resume of designated project manager and field superintendent. Number of regular employees of the organization.

- 3.1.4. Financial statements of the Bidder's company for the last three years including assets, liabilities, and other information requested by Owner to establish the Bidder's financial capability to complete the Project. The Bidder must also provide the names, addresses, and telephone numbers for at least two (2) major equipment suppliers, two (2) major material suppliers, and two (2) major subcontractors that Owner may contact as financial references of the Bidder. Record of failure to honor contractual commitments, consistent non-payment, or payment not completed in a timely manner, and/or unfavorable references will be grounds for the Owner to disqualify the Bidder.
- 3.1.5. Name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- 3.1.6. Past experience on similar type and size projects within the past five (5) years, in the state for which this Project is to be constructed. Information shall include the names of the projects with brief descriptions, contact names and phone numbers of owners and engineers familiar with the listed projects, schedule contract time and actual completion time, original and final contract price (include brief explanation of cost overruns and change orders), and subcontractors used on the projects. Evidence of the lack of experience on similar type and size projects, consistently unfavorable interviews with owners and engineers for the projects, a consistent record of not completing the work on schedule, a record of substantial claims for change orders (all evaluations based upon interviews with the listed contact names), will be grounds for the Owner to disqualify the Bidder.
- 3.1.7. A list of all projects the Bidder will have under construction and/or commitment to at the time of the anticipated Notice to Proceed (assume 60 days from the Bid date). This list shall include a complete description of each project including the type, size, structures, major equipment items, and contract amount. This list shall identify the office(s) from which these projects are being coordinated, managed, and staffed. The list shall also identify the number of personnel staffed for each project, along with the total number of personnel for the Bidder's corporation. Evidence that the Bidder is or will be "over-extended" during the Contract Time for this Project will be considered grounds for the Owner to disqualify the Bidder.
- 3.1.8. A list of all subcontractors and suppliers expected to be utilized on this Project. The list shall include past project experience of the subcontractors and suppliers for similar type and size projects. Include contact names and telephone numbers of the subcontractors and suppliers listed for the Project.
- A record of poor financial history with the listed subcontractors and suppliers (as outlined above), failure of the Bidder to provide the proper Contract Documents to the subcontractors and/or suppliers for their bidding purposes, and/or lack of experience on similar type and size projects will be considered grounds for the Owner to disqualify the Bidder.
- 3.1.9. Statement that bidder is capable of completing the project within the stated time.

- 3.1.10 The Bidder shall list any and all construction related claims or legal actions by the Contractor against Owners or Engineers in the last five years. Provide a list of any and all construction related claims or legal actions by the Owners, Engineers, or Subcontractors in the last five years.

Evidence of a pattern of claims and/or legal action either by the Bidder or against the Bidder will be considered grounds for the Owner to disqualify the Bidder.

- 3.2. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

- 4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents, including "technical data" referred to below;

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Plans are included with and are a part of these Contract Documents. The plans include the following:

4.2.1. **C1.1 – Site Plan**

4.2.2. **C2.1 Details**

4.2.3. **C3.1 Details**

4.2.4. **S1.1 Foundation, Plan, Section, and Notes**

4.3. Reference is made to APPENDIX 1 for identification of the following:

4.3.1. **Geotechnical Engineering Report entitled, “2nd Street Sink Hole” and dated May 5, 2016.**

4.3.2. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the “technical data” contained in such reports but not upon other data, interpretations, opinions nor information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.3.3. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by

- 4.3.4. Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the “technical data” contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.3.5. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.7. The Provisions of Sections 4.1 through 4.7 inclusive, do not apply to Asbestos, Polychlorinated biphenyl (PCB), Petroleum, Hazardous Waste or Radioactive Material.

5. Availability of Lands for Work, etc.

- 5.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are within a drainage easement on the property at 706 East 2nd Street and street right of way. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

- 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Contract Times.

- 7.1. The Work is to be substantially completed and also completed and ready for final payment within **thirty days**. Work is expected to begin on or about **February 28, 2017** and be completed by **March 30, 2017**. Once work begins on this project, it is to continue until complete.

8. Liquidated Damages.

- 8.1. The City shall deduct as liquidated damages, the sum of **five hundred dollars (\$500.00) per day** for each and every calendar day completion is delayed in excess of the Contract time set forth above.

9. Substitute and "Or-Equal" Items.

- 9.1. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item or material or equipment may be furnished or used by CONTRACTOR if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the Division 1 Project Requirements.

10. Subcontractors, Suppliers and Others.

- 10.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer

who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 10.2. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against which CONTRACTOR has reasonable objection.

11. Bid Form.

- 11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).
- 11.2. The bidder must provide PER UNIT PRICE and TOTAL UNIT BID PRICE for each item on the attached bid form. Quotations will be evaluated on the SUM TOTAL OF ALL ITEM TOTALS (Base Bid Total). Payment to the successful low bidder will be based on actual quantities installed and accepted at the PER UNIT PRICE for each item quoted.
- 11.3. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt. Sales taxes must be reported on invoices.
- 11.4. All blanks on the Bid Form must be completed by printing in ink or by typewriter.
- 11.5. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.6. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.7. All names must be typed or printed in ink below the signature.
- 11.8. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.9. The address and telephone number for communications regarding the Bid must be shown in the blank provided on the bid form.

- 11.10. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Section 3. State Contractor license number must also be shown.

12. Submission of Bids.

Informal bids (G.S. 143-131) for this project shall be submitted to Mr. Victor Long, Engineering Assistant II, 1500 Beatty Street, PO Box 7207, Greenville, North Carolina, 27834, no later than **2:00 PM, Thursday, February 14, 2017**. The words "706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT" shall appear on the outside of the envelope. Bids shall be enclosed in an opaque sealed envelope, marked with "706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT" and name and address of Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Facsimile (Fax) bids are not acceptable.

13. Modification and Withdrawal of Bids.

- 13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior **Thursday, February 14, 2017 by 2:00 PM**
- 13.2. If, within seventy-two hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids.

- 14.1. Bids will be opened at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance.

- 15.1. The City of Greenville reserves the right to reject any and all bids, to waive any irregularities and to accept the bid, or part of the bid, it deems most advantageous to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening. The Owner may, in its sole discretion, release any Bid prior to that date.

16. Award of Contract.

- 16.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner, including but not limited to past performance by the bidder involving other City projects. Owner also reserves the right to waive all informalities not involving price, time or changes in

the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 16.2. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5. If the contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by owner indicates to Owner that the award will be in the best interests of the Project.
- 16.6. The Owner reserves the right to award any or all parts of a Contract but separate parts of the same Contract will not be awarded to different contractors.
- 16.7. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 30 days after the day of the Bid opening.

17. Signing of Agreement.

- 17.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to CONTRACTOR.

PROJECT SPECIAL PROVISIONS

SCOPE OF WORK

The project shall include the removal or abandonment of 94 LF of 36" CMP and construction of 7 LF of 24" RCP and 88 LF of 30" RCP. The new pipe shall be placed on the new route, grade, and elevations shown on Drawing C1.1-Storm Drainage. The work includes making a connection to existing 24" RCP, extending new pipe, constructing a new DI-1 near the southeastern property limit and extending new 30" RCP to the location of an existing drop inlet. The existing drop inlet will be replaced at the same location with a new DI-2. The work also includes two new junction boxes as shown on the plans. The installation of the pipe will require the new pipe to be installed with the existing piping to remain in service until completion and acceptance of the new piping. If, during construction, bypass of the influent storm drainage is required this work is to be provided by the contractor. The contractor will be allowed full use of the lot to complete the necessary work but is responsible for restoration of any damages caused by contract work.

The work also includes the placement of helical piers to support the foundation of the existing home.

All disturbed areas are to be seeded and mulched. Any sediment allowed by contract work to enter downstream piping will be the responsibility of the contractor to remove. The price shall include all materials, equipment, equipment operators, labor and laborers, and incidentals necessary to satisfactorily complete the work.

The contractor shall make his determination of equipment and labor forces to be used. No separate measurement or payment will be made for hauling and tipping fees or disposal fees.

WORKING HOURS

Regular working hours shall be Monday-Friday between 8:00 a.m. and 5:00 p.m., except as approved in writing by the Owner or Engineer.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS

The Contractor shall not award WORK to Subcontractor(s), in excess of 50 percent of the Contract Price, without prior written approval of the OWNER. Justification must be submitted by the CONTRACTOR to the ENGINEER for recommendations and forwarding to OWNER. The OWNER's refusal to allow an increase in the percent subcontracted will not be grounds for increasing the Contract Price.

INSURANCE REQUIREMENTS

Contractor's Liability And Other Insurance:

The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business with the State of North Carolina, such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property,

including loss of use resulting therefrom - any or all of which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below.

Automobile - Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Commercial General Liability - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence and \$1,000,000 property damage each occurrence or \$1,000,000 bodily injury and property damage combined single limits each occurrence, 2,000,000.00 for general aggregate limit, and 2,000,000.00 for products and completed operations aggregate. The owners of the home at which the piers will be installed, Paul Wojociechowski and Kimberly Wojociechowski shall be named as additional insured on the Contractor's general liability policy. Provide a certificate of insurance to the City and Owner reflecting the required minimum coverages. The coverage shall be on an occurrence basis.

Worker's Compensation and Employers Liability - Shall meet the statutory requirement of the State of North Carolina, in the amount of \$100,000 each accident and disease - each employee and \$500,000 disease policy limit.

At the time of execution of the contract, the contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose

of comparison of Bids and determining an initial Contract Price. Determination of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the City Engineer. Unit Price should be all inclusive unless otherwise specified.

CONTRACT BID ITEMS

MOBILIZATION

Lump sum payment of initial moving of equipment and supplies to the job site. One half the total amount will be paid with first partial payment after construction begins, and the remaining one half with the second partial payment. The total amount for mobilization shall not exceed 3 percent of the total base bid price.

36" AND 24" REINFORCED CONCRETE PIPE (RCP)

Includes pipe as specified, all joint material, complete and installed including dewatering, cleaning, seeding and mulching. All grubbing, root or stump removal, excavation, backfilling and embedment stone, are to be included in the contract unit price of the pipe. Any additional stone placed in variance to the construction details as shown will not be approved for payment without prior authorization by the Engineer. Payment will be for the pipe size and type per lineal feet installed.

DROP INLET AND JUNCTION BOX

Includes required excavation and backfilling, frame and grate or ring and cover (for Junction Box) and materials complete and installed, including dewatering, cleaning, seeding and mulching and all incidental work needed. Size of Structure is 4' x 4'. Payment will be per each structure which has been completed and inspected.

DROP INLET REMOVAL

Includes required excavation and backfilling, removal of all materials, dewatering if required, cleaning, seeding and mulching and all incidental work needed. Payment will be per each structure which has been removed including complete and legal disposal and any disposal fees or tipping fees.

6" CABC (Driveway)

This item shall include the furnishing and placing of course aggregate base course on prepared and compacted subgrade. No additional compensation will be made for proof rolling of subgrade. Payment will be made per square yard of stone installed.

REMOVAL OF EXISTING STORM SEWER

Includes removal and disposal of pipe, regardless of size or type when directed by the engineer to include all necessary excavation and backfilling. Payment will be per lineal foot of pipe removed and the payment shall include filling of all voids, compaction to ASTM D698 95% Maximum Dry Density and all other work required for a completed, stable, and smoothly graded finished surface matching existing undisturbed site grades at the construction limits. All filled areas must be graded to drain and costs for the work described herein shall be included in the bid price.

FENCE REPAIR

This item shall be paid for at the lump sum bid price. The extent and scope of fence repair is dependent

on contractor operations and thus the contractor should estimate the quantity of fence required and include all costs in this lump sum bid price item.

TREE REMOVAL

This item shall be paid for at the unit bid price for each tree over 12” DBH removed as required for trench excavation. Trees smaller than 12” DBH and required to be removed shall be included in the applicable unit bid prices and will receive no direct payment therefor. Payment at the unit bid price shall include all costs for safety provisions, cutting, felling, loading, hauling, disposal, and disposal fees (if any) are required for legal disposal of the trees. To the extent that stump removal is required it shall be included in the applicable bid items requiring excavation and there will be no direct payment for stump removal.

CURB AND GUTTER CONCRETE APRON

This item shall be paid for at the lump sum bid price for the concrete curb and gutter apron installed at the juncture with the driveway and the City Street. This item is to be utilized if the driveway is damaged by contract work and must be replaced. Payment is for a complete and finished apron as shown on the details meeting City requirements and conforming to the Manual of Standard Design and Details. Should the Contractor damage adjacent curb and gutter it shall be repaired and restored in conformance with the City of Greenville requirements. Since the damage of adjacent curb and gutter or structures is a function of contractor practices, repairs to adjacent curb and gutter shall be included in the unit bid price with no separate or additional payment allowed.

SEEDING AND MULCHING

This item shall be paid for at the lump sum bid price for and shall include the finish grading, seed bed preparation, seeding materials and labor, mulching, and watering as required to provide a stand of grass sufficient to contain erosion. The newly seeded areas shall conform to Section 1660 of the North Carolina State Department of Transportation’s Standard Specifications for Roads and Structures, latest revision. Seeding and mulching shall be done on all earth areas disturbed by construction not destined for construction of structures or paving.

HELICAL PIERS – MAXIMUM 25-FOOT EMBEDMENT

Includes the location, placement, installation, and documentation for each helical pier installed per the recommendations of the attached geotechnical engineering report Entitled, “2nd Street Sink Hole, 706 E 2nd Street Greenville, NC” and dated May 5, 2016.

Payment at the bid price includes all costs associated with the following requirements:

In addition to the 1-year warranty on all items in this project scope, there will be an extended warranty for the Helical Piers. The warranty will be direct from the pier manufacturer with a term of at least 20 years running from the date the work is completed. The City will require the Contractor upon completion of the work, to certify in writing to the City and Owner that the installation has been completed in accordance with the manufacturer's requirements and the installation qualifies for the manufacturer's warranty. The City will require the Contractor to provide a construction report to the City, Owner, and manufacturer that includes the installation logs, installation torque and any additional documentation required by the manufacturer for warranty purposes. All the above described information must be

submitted to the City in the final report and to the East Group with a copy forwarded to the Helical Pier Manufacturer. Before this item is considered complete it must meet the approval of the structural Engineer from The East Group. Such approval will not be unreasonably withheld and is contingent on the following:

- Approval of the report and installation by the helical pier manufacturer.
- Contractor coordinating with the City to arrange for periodic inspection of the installation as pier construction progresses sufficient to determine compliance with the Contract Documents.
- A determination by the East Group Structural Engineer that the installation complies substantially with the Contract Documents requirements.

Payment shall include Contractor's submission of a final report stating the final torque achieved for each pier and the estimated bearing capacity based upon the observed torque. Representative photos are required showing the pier connections with the foundation wall.

ADDITIONAL PIER LENGTH (INDICATED BY INSTALLATION TORQUE)

Should a particular pier not achieve the target installation torque at a pier tip embedment of 25 feet, then additional pier length may be installed based upon the recommendation of the geotechnical engineer. The additional length recommended by the geotechnical engineer will be paid for at the unit bid price for this additional pier length item. Payment shall include the means of coupling additional pier sections, boring the additional length, documentation and the cost of all items to complete the additional pier length as specified.

ADDITIONAL WORK AND CONTACT WITH PROPERTY OWNERS

No additional work or deviation from the original work shall be allowed without written approval from the Engineer. All contact with property owners shall be through the Project Inspector. Work requested by the property owner, which is not part of the approved work/specifications, must be contracted between the property owner and the contractor. Any additional work by the contractor for the homeowner shall not be done until all City work has been completed and accepted. The contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with the City.

**SCHEDULE OF QUANTITIES FOR BID
706 EAST SECOND STREET CULVERT REPLACEMENT AND
FOUNDATION RESTORATION PROJECT**

	<i>City of Greenville Contract Bid Form</i>				
Part 1 – Storm Drainage Piping					
Item	Description	Quantity	Unit	Unit Price	Total Unit Bid
1	Mobilization (Maximum 3%)	1	LS	\$	\$
2	New 36-inch RCP Pipe	88	LF	\$	\$
3	New 24-inch RCP Pipe	7	LF	\$	\$
4	Drop Inlet	2	EA	\$	\$
5	Junction Box	3	EA	\$	\$
6	Drop Inlet-Removal	2	EA	\$	\$
7	6” CABC	20	Ton	\$	\$
8	Existing Pipe Removal- 36-inch CMP or 24-inch RCP	55	LF	\$	\$
9	Fence Repair	1	LS	\$	\$
10	Tree Removal	5	EA	\$	\$
11	Curb and Gutter Concrete Apron	1	LS	\$	\$
12	Seeding and Mulching	1	LS	\$	\$
Total Part 1 – Items 1-12					\$

Bid Total – Part 1 _____
(Written out)

Part 2– Home Foundation Repair					
Item	Description	Quantity	Unit	Unit Price	Total Unit Bid
13	Helical Piers – Maximum 25-Foot Embedment	10	EA	\$	\$
14	Additional Pier Length (Indicated by Installation Torque)	25	LF	\$	\$
Total Part 2- Items 13-14					\$
Extended Total Parts 1 & 2					\$

Bid Total – Part 2 _____
(Written out)

Bid Total For Parts 1 & 2 Bid Items 1-14 _____
(Written out)

Contractor _____

License No. _____

Contact Name. _____

Contact Telephone No. _____

Address for Giving Notices. _____

Date _____

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

STATE OF NORTH CAROLINA

E-Verify AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina City of _____

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

(Affix Official/Notarial Seal)

day of _____, 20__.

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of (_____)

County of (_____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, (directly or indirectly) with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Greenville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Contractor Signature) _____

(Title) _____

Subscribed and sworn to before me this ____ day of _____, 201__.

Signature of Notary Public _____

My commission expires _____.

*****Contractor, Vendor or Bidder- Return This Form With All Other Required Documentation*****

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY
N.C.G.S.

143C-6A-5(a)

Name of Contractor, Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

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. 143C-6A-5(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. 143C-6A-5(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 and will be updated every 180 days.

*****Contractor, Vendor or Bidder- Return This Form With All Other Required Documentation*****

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AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year **2017** by and between the **City of Greenville, NC** (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

706 EASTSECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT

Article 2. ENGINEER.

The Project has been designed by The East Group, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Once the Notice of Award has been issued, the OWNER may assume all or part of the responsibilities of the ENGINEER and RESIDENT PROJECT REPRESENTATIVE.

Article 3. CONTRACT TIMES.

3.1 The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within the times specified below:

Total Contract Completion Time– 30 Calendar Days

The Contract Times shall commence to run as provided in paragraph 2.03 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in the BID, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER INSERT AMOUNT Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum as shown in the BID.

All specific cash allowances are included in the BID and have been computed in accordance with paragraph 11.02 of the General Conditions.

plus

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the BID.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

5.1 Applications for Payment by the CONTRACTOR, processing of same by the ENGINEER and OWNER, and associated retainage shall be as set forth in the Standard Special Provisions.

Article 6. INTEREST.

Pursuant to paragraph 143-134.1, General Statutes of North Carolina, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts have been accepted by Engineer and Owner, or occupied by Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever Engineer determines that delay in completion of the project in accordance with terms of the Drawings and Specifications is the fault of Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been declared to be completed by Engineer, accepted by Owner, or occupied by Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of twelve percent per annum on such unpaid balance as may be due. Where a conditional acceptance of a contract exists, and where Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts determination set forth in paragraph SC - 4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement:
 - a. Certificate of Insurance.
- 8.3 Performance, Payment, and/or other Bonds
- 8.4 Notice to Proceed.

- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Specifications bearing the title **706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT** ~~and consisting of divisions as listed in table of contents thereof.~~
- 8.8 Drawings consisting of each sheet bearing the following general title: **706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT.**
- 8.9 Addenda numbers (_____) inclusive.
- 8.10. CONTRACTOR's Bid Form.
- 8.11 Minority/Women Business Enterprise documentation submitted by CONTRACTOR with the Bid Proposal (if applicable).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____(which is the Effective Date of the Agreement).

CITY OF GREENVILLE

BY _____

BY _____

NAME _____

NAME _____

TITLE _____

TITLE _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

TITLE _____

TITLE _____

Address for giving notices

Address for giving notices

PO Box 7207

Greenville, NC 27835-7207

License No. _____

Employer Identification Number _____

APPROVED AS TO FORM

David A. Holec, City Attorney

Date

PRE AUDIT CERTIFICATION

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

Bernita Demery, Director of Financial Services

Date

Account Number(s) _____

Project Code (if applicable) _____

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Greenville Public Works Department
1500 Beatty Street
Greenville, NC 27834

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____

_____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 201____, a copy of which is hereto attached and made a part hereof for the construction of: City of Greenville,

706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant; (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or same by registered mail or certified mail, postage prepaid, in an envelope address to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND of the Contract shall include any alteration addition, extension, or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the ____ day of _____, 201__.

ATTEST:
Principal

(Principal Secretary)

(Address)
(SEAL)

(Witness as to Principal)

(Address)

(Surety)
ATTEST:

(Witness as to Surety)

(Address)

BY _____(s)

By _____
(Attorney-in-Fact)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Greenville Public Works Department
1500 Beatty Street
Greenville, NC 27834

hereinafter called OWNER, in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 201____, a copy of which is hereto attached and made a part hereof for the construction of:

706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND of the Contract shall include any alteration addition, extension, or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

ATTEST:
Principal

(Principal Secretary)

By _____(s)

(Address)
(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

CERTIFICATE OF INSURANCE

(SUBSTITUTE CERTIFICATE OF INSURANCE HERE)

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NOTICE OF AWARD

TO: CONTRACTOR

PROJECT: **706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT**

The City of Greenville has considered the bid submitted by you on for the above-described Work in response to its Advertisement for Bids and Instructions to Bidders.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

You are required to acknowledge and return to the Owner a copy of this Notice of Award.

Dated this ____ day of _____, 201__.

Owner: City of Greenville

BY: _____
Lisa Kirby, PE
Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: _____ Signature: _____
(Print name)

Title: _____ Company: _____

This the _____ day of _____, 201__.

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NOTICE TO PROCEED

DATE: DATE

TO: CONTRACTOR

PROJECT: **706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT**

Attached, please find a fully executed copy of the AGREEMENT dated You are hereby notified to commence WORK in accordance with the AGREEMENT on or before....., 201____ and you are to complete the WORK within XXX consecutive calendar days thereafter.

The date of **COMPLETION** of all WORK is.....

Pre-Construction Conference conducted on

Owner: City of Greenville

By: Lisa Kirby, PE

Signature: _____

Title: Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above 706 EAST SECOND STREET CULVERT REPLACEMENT AND FOUNDATION RESTORATION PROJECT is hereby acknowledged by

this the _____ day of _____, 201____.

By _____

Signature _____

Title _____

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APPENDIX 1
Geotechnical Engineering Report entitled, “2nd Street Sink Hole” and dated May 5, 2016