



City of Greenville

**Fire Stations #2, #4, AND #5
Parking Lot Improvements
Project Number: TEG – 20180047**

**1500 BEATTY STREET
GREENVILLE, NORTH CAROLINA**

PROJECT MANUAL

TEG PROJECT NO. 20180047

**ISSUE FOR Review-4th Revision
August 13, 2018**



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City of Greenville Informal Bid Request Form

FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS

Scope of Work: All work includes the demolition of existing pavements and concrete where indicated on the plans and legal disposal of all demolition and construction materials and debris. The following description is for reference only. The Bidder is charged with making his or her own takeoff from the construction plans in order to determine his or her bid and advising the Engineer of any discrepancies prior to bidding.

Fire Station No. 2- Hemby Lane –Approximate Work Description:

- 403 SY of asphalt pavement removal
- 347 SY of new asphalt to replace a portion of the asphalt removed
- 56 SY of concrete to replace a portion of the asphalt removed
- 528 SY of Seal Coat
- 300 LF of Hot Applied Joint Sealer
- 42 LF of Concrete Valley Gutter
- 10 LF of Curb and Gutter
- Restripe Parking Spaces

Fire Station No. 4- Staton Road –Approximate Work Description:

- 2,132 SY of asphalt pavement removal
- 2,132 SY of aggregate base course removal to sufficient depth to place new 4-inch thick asphalt pavement
- 2,132 SY of asphalt pavement replacement
- 23 SY of concrete replacement
- 127 SY of aggregate base course (ABC) replacement
- Removal of roots and vegetative matter within the confines of any excavation to remove and replace ABC
- 82 LF of curb and gutter replacement
- Bid Alternate to Remove 4 large trees
- Reset a catch basin top
- Restripe Parking Spaces

Fire Station No. 5- Rollins Drive- Bid Alternate- Approximate Work Description:

- 36 SY of asphalt pavement replacement including 8-inches of ABC
- 1,363 SY of Seal Coat
- 350 LF of Hot Applied Joint Sealer
- 100 LF of valley gutter
- Restripe Parking Spaces

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 property boundaries and rights-of-way. All work to be performed Monday-Friday 8AM-5PM except where approved in writing otherwise.

Work Locations: Fire Stations at Hemby Lane, Staton Road, and Rollins Drive.

A mandatory Pre-bid Meeting will be held on: Tuesday, September 4, 2018 @ 2:00PM. The meeting will be held at Fire Station #4, at 200 Staton Road, Greenville, NC.

A site visit of each project site will be mandatory. A site visit will be held after the Pre-Bid Meeting with additional site visits available at 2:00PM, on Thursday, September 6, 2018 for those individuals who attended the Pre-Bid Meeting. Each site will be visited beginning at Station #4.

Bid submittal deadline: Tuesday, September, 18 at 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 – Fire Stations #2, #4, AND #5 Parking Lot Improvements

The person, firm or corporation making a proposal shall submit it in a sealed envelope to Mr. Ross Peterson 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 Fire Stations #2, #4, AND #5 Parking Lot Improvements and the name Ross Peterson 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 mandatory pre-bid meeting scheduled for Tuesday, September 4, 2018 @ 2:00 PM. The meeting will be held at 200 Staton Road, Greenville NC which is Fire Station #4.**

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 **Ross Peterson, Building Facilities Coordinator.**

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 in the opinion of the City, 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 Todd Tripp, PE, The East Group, 324 Evans Street, Greenville N. C. 27834, telephone (252) 341- 0159.

**REQUEST FOR INFORMAL BIDS
FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS
GREENVILLE, NORTH CAROLINA**

GENERAL INSTRUCTIONS TO BIDDERS

1. No proposal may be changed or withdrawn after **Tuesday, September, 18 at 2:00PM**. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to Ross Peterson, Building Facilities Coordinator.
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 secure all permits for the construction of the work hereinafter described under this contract.
4. 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.
5. 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.
6. 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.
7. Arbitration is hereby deleted from this contract. Arbitration will not be acceptable as a means for settling claims, disputes and other matters.
8. 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.
9. 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.
10. 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."

11. 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.
12. All work is to be performed in compliance with Federal, State, and local codes, and all necessary permits shall be obtained.
13. Specifications and warranty information for all materials proposed for installation shall be submitted with the proposal.
14. 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.
15. Refer to the Special Provisions which follow for the contract insurance requirements.
16. Executed contract documents, insurance certifications, and, upon completion and acceptance of the work, invoices and other information requested, are to be sent to:

Mr. Ross Peterson, Building Facilities Coordinator
City of Greenville
1500 Beatty Street, Greenville, NC 27834
17. Questions relative to technical aspects of the work to be done should be directed to Todd Tripp, PE, 324 Evans Street, Greenville N. C. 27834, telephone (252) 341- 0159 (todd.tripp@eastgroup.com).
18. 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.
19. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
20. 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.

21. 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.

22. 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.

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INSTRUCTION TO BIDDERS

1. Defined Terms

- 1.1. Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1.1.1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
 - 1.1.2. Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - 1.1.3. Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on basis of Owner's evaluation as hereinafter provided) makes an award.
 - 1.1.4. Owner – the City of Greenville, NC.
 - 1.1.5. Engineer – City Engineer or his designated representative of the Public Works Department, Buildings & Grounds 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. If requested by Owner, to demonstrate qualifications to perform the Work, prior to award, Bidder shall submit evidence of previous similar projects.
- 3.2. A record of poor financial history with the listed subcontractors and suppliers, or lack of experience on similar type and size projects will be considered grounds for the Owner to disqualify the Bidder.

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. **Title Sheet**
 - 4.2.2. **C1.1 – Site Plan & Details – Fire Station No. 2**
 - 4.2.3. **C2.1 – Site Plan & Details – Fire Station No. 4**
 - 4.2.4. **C3.1 – Site Plan & Details – Fire Station No. 5**
- 4.3. **Not Applicable.**
 - 4.3.1. **Not Applicable.**
 - 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 the site property boundaries 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. **The deadline for Contractor questions shall be Tuesday, September 11, 2018 at 5:00 PM. The Engineer will respond to any questions received before the deadline by Thursday, September 13, 2018 by 5:00PM. Responses to questions will be in the form of an addendum.**
- 6.3. 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 **seventy-five days**. Work is expected to begin on or about **Fall 2018- exact date to be determined** and be completed within 75 days. 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 the following paragraph.
 - 9.2. Requests for materials substitutions must address the following:
 - 9.2.1. No substitution will be considered unless such request include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for a complete comparison with the specified products or materials and an evaluation of the proposed products or materials.
 - 9.2.2. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.
 - 9.2.3. Savings or Credit to Owner for accepting substitution.
 - 9.2.4. The burden of proof of the merit of the proposed substitution is upon the proposer.

- 9.2.5. In addition to the requirements in the Supplemental General Conditions, the following items will apply:
- 9.2.5.1. The substitution is in compliance with subsequent interpretations of code or insurance requirements.
 - 9.2.5.2. The manufacturer or fabricator shall certify or guarantee the specified product as required by the Contract Documents.
 - 9.2.5.3. Product shall perform properly and fit in the designated space.
 - 9.2.5.4. The Contractor shall bear all expenses resulting from substitutions including the cost of work in general, structural, plumbing, mechanical and electrical trades required due to the substitution and the cost of any Engineer's services made necessary by the substitution.
- 9.3. The Engineer's decision of approval or disapproval of a proposed substitution shall be final

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 below:

- 10.1.1. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- 10.1.2. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30

days of Owner's requirement of replacement.

- 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 TOTAL UNIT BID PRICE for each item on the attached bid form. Quotations will be evaluated on the SUM TOTAL OF ALL ITEM TOTALS. Payment to the successful low bidder will be based on actual quantities installed and accepted at the BID 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. Ross Peterson, Building Facilities Coordinator, 1500 Beatty Street, Greenville, North Carolina, 27834, no later than **2:00 PM, Tuesday, September 18, 2018**. The words " FIRE STATIONS #2, #4, AND #5 PARKING LOT

IMPROVEMENTS” shall appear on the outside of the envelope. Bids shall be enclosed in an opaque sealed envelope, marked with “FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS” 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 to **Tuesday, September 18, 2018 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 award of the contract.

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 deadline. 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 following work:

Fire Station No. 2- Hemby Lane –Approximate Work Description:

- 403 SY of asphalt pavement removal
- 347 SY of new asphalt to replace a portion of the asphalt removed
- 56 SY of concrete to replace a portion of the asphalt removed
- 528 SY of Seal Coat
- 300 LF of Hot Applied Joint Sealer
- 42 LF of Concrete Valley Gutter
- 10 LF of Curb and Gutter
- Restripe Parking Spaces

Fire Station No. 4- Staton Road –Approximate Work Description:

- 2,132 SY of asphalt pavement removal
- 2,132 SY of ABC removal to place new 4-inch thick asphalt pavement
- 2,132 SY of asphalt pavement replacement
- 23 SY of concrete replacement
- 127 SY of aggregate base course replacement
- 82 LF of curb and gutter replacement
- Bid Alternate to Remove 4 large trees
- Reset a catch basin top
- Restripe Parking Spaces

Fire Station No. 5- Rollins Drive- Bid Alternate-Approximate Work Description:

- 36 SY of asphalt pavement replacement including 8-inches of ABC
- 1,363 SY of Seal Coat
- 350 LF of Hot Applied Joint Sealer
- 100 LF of valley gutter
- Restripe Parking Spaces

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.

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 contractors 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. 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 Lump Sum Bid Price Work, an amount equal to the sum of the established for each separately identified site based upon the work shown on the plans.

Payment at the bid price includes all costs associated with a completed work including all costs of compliance with the contract documents, materials, labor, insurance, transportation, disposal costs and disposal fees, remedial work, and all other work required to provide a finished work in conformance with contract requirements.

ADDITIONAL WORK

No additional work or deviation from the original work shall be allowed without written approval from the Engineer. All requests by Fire Department staff and all contact with adjacent property owners shall be coordinated through the Project Inspector. Work requested which is not part of the approved work/specifications, must be approved in advance by change order approved by the Building Coordinator and Engineer prior to proceeding.

BID FORM

PROJECT IDENTIFICATION: **FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS**

GREENVILLE, NORTH CAROLINA

THIS BID IS SUBMITTED TO: **CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
1500 BEATTY STREET GREENVILLE, NORTH CAROLINA**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all, which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

- (b) BIDDER 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 and furnishing of the Work;
- (c) BIDDER 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.
- (d) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, 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.

- (f) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following lump sum price(s):
- (a) The bid includes all items specified herein or shown on the plans and details.
 - (b) Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Fire Station #2-Total Lump Sum Bid \$_____.

Fire Station #2-Lump Sum Bid – Written Out –

_____ **Dollars & Cents**

Fire Station #4-Total Lump Sum Bid \$_____.

Fire Station #4-Lump Sum Bid – Written Out –

_____ **Dollars & Cents**

TOTAL BASE BID FOR FIRE STATIONS #2 AND #4

Fire Stations #2, and #4- Total Base Bid - -Total Lump Sum Bid \$_____.

Fire Stations #2, and #4- Total Base Bid - Lump Sum Bid – Written Out –

Dollars & Cents

Bid Alternate 1 - Fire Station #5-Total Lump Sum Bid \$ _____.

Fire Station #5-Lump Sum Bid – Written Out –

Dollars & Cents

Bid Alternate 2 for Fire Station #4- Remove 4 large trees as shown on the plan and remove stumps.

Total Lump Sum Bid \$ _____.

Bid Alternate 1 for Fire Station #4- -Lump Sum Bid – Written Out –

Dollars & Cents

Note that the Bids for the work must be balanced. The Contract, if awarded, may be on the basis of including the work for all three Fire Stations **or on the basis of any combination of the three** or combination of base bid and bid alternates at the Owner’s option.

5. BIDDER agrees that the Work will be completed and ready for final payment on or before the dates or number of calendar days indicated in the Agreement.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. **Iran Divestment Act** - Vendor/Bidder certifies that:
 - (a) It is not on the Iran Final Divestment List created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58.
 - (b) It will not take any actions causing it to appear on said list during the term of any contract with the City
 - (c) It will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
8. **E-Verify Compliance** - Bidder/Proposer 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/Proposer represents that the Bidder/Proposer 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.
9. List of Subcontractors – Attach page if additional space is needed.

LIST OF SUBCONTRACORS	
NAME OF COMPANY/ADDRESS	BID

10. The following documents are attached to and **made** a condition of this Bid:
 - Required Bid Security – **Not Applicable**
 - Non-Collusion Affidavit- **Not Applicable**
 - 00401- Contractor Reference Form
 - 00402 - M/WBE Documentation (if applicable)
 - 00403- E-Verify Affidavit- **Not Applicable**

11. Terms used in this Bid which are defined in the Instructions To Bidders will have the meanings indicated in the Instructions To Bidders.

SUBMITTED on the _____ day of _____, 201 .

By _____ being a _____
Contractor's firm name Sole Proprietorship, Partnership, (SEAL) Corporation, Company, firm

State Contractor License No. _____.

BY: _____

TITLE: _____
(Owner, Partner, or Corporate President or Vice-President only)

ADDRESS: _____

ATTEST: _____

TITLE: _____
(Corporate Secretary or Assistant Secretary only)

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REFERENCE INFORMATION

All bidders must provide a list of three (3) client references of similar work. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Contractor must provide the information below with their bid sheet.

1. COMPANY
NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ MOBILE PHONE NO. _____

EMAIL: _____ BUSINESS FAX NO. _____

2. COMPANY
NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ MOBILE PHONE NO. _____

EMAIL: _____ BUSINESS FAX NO. _____

3. COMPANY
NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ MOBILE PHONE NO. _____

EMAIL: _____ BUSINESS FAX NO. _____

CONTRACTOR INFORMATION

Contractor must provide the information below with the bid sheet.

PROSPECTIVE CONTRACTOR DATA FORM

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ MOBILE PHONE NO. _____

EMAIL: _____ BUSINESS FAX NO. _____

TAX ID#: _____

Corporation Or Partnership: _____

Number of Years in Business: _____

Number of Years in Greenville Area: _____

Number of Permanent Employees: _____

Number of Part-time Employees: _____

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year **2018** 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:

FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS

Article 2. ENGINEER.

The Project has been designed by the 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 within the times specified below:

Total Contract Completion Time– 75 Calendar Days

The Contract Times shall commence to run upon issuance of a purchase order by the City of Greenville.

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. 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.

plus

4.2 For all Unit Price Work- Not Applicable.

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-
Not Applicable.

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- **Not Applicable**
- 8.4 Notice to Proceed – **Not Applicable**
- 8.5 General Conditions – **Not Applicable**
- 8.6 Supplementary Conditions.
- 8.7 Specifications bearing the title **FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS.**
- 8.8 Drawings consisting of each sheet bearing the following general title: **FIRE STATIONS #2, #4, AND #5 PARKING LOT IMPROVEMENTS.**
- 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. The procedure for such modifications or amendments are as follows:
 - 8.12.1. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

8.12.2. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

8.12.3. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation.

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 Article 8.12 above.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement, which are defined in Instructions to Bidders.

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

Emanuel McGirt, 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.

Byron Hayes, Director of Financial Services

Date

Account Number(s) _____

Project Code (if applicable) _____

INTENTIONALLY LEFT BLANK

CERTIFICATE OF INSURANCE

(SUBSTITUTE CERTIFICATE OF INSURANCE HERE)

INTENTIONALLY LEFT BLANK

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville
Construction Guidelines and Affidavits
\$100,000 and above**

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

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 72 hours or 3 business days after notification of being the apparent low bidder 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.

MBForms 2002-
Revised July 2010
Updated 2015

Identification of Minority/Women Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

*MWBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

If you will not be utilizing MWBE contractors, please certify by entering zero “0”

The total value of MBE business contracting will be (\$)_____.

The total value of WBE business contracting will be (\$)_____.

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** 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.
- 2 --(10 pts)** 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.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** 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.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** 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.
- 8 – (25 pts)** 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.
- 9 – (20 pts)** 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.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

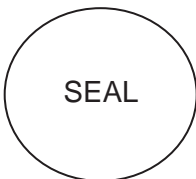
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

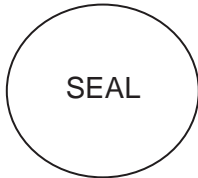
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

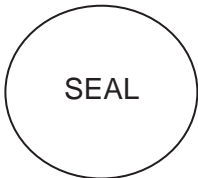
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) _____
Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
 - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise _____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work Add additional subcontractor
 Decrease total dollar amount of work Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes ___No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date: _____

Certified By: _____

Name

Title

Signature

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