

INVITATION TO BID

**River Park North
Primitive Trail-Section B
CITY OF GREENVILLE
NORTH CAROLINA**



**SITE ADDRESS: RIVER PARK NORTH
1000 MUMFORD RD
GREENVILLE, NC**

**BIDS-DUE: THURSDAY, FEBRUARY 6, 2020 @ 10:00 AM
JAYCEE PARK ADMINISTRATION BUILDING
2000 CEDAR LANE, GREENVILLE, NC**

CONTACT PERSONS:

QUESTIONS REGARDING THE BID PACKAGE:

*Ms. Denisha Harris
Purchasing Manager
Telephone: (252) 329-4862
Fax: (252) 329-4464
Email: dharris@greenvillenc.gov*

QUESTIONS REGARDING THE SPECIFICATIONS:

*Mr. Mark Nottingham
Parks Planner
Telephone: (252) 329-4242
Fax: (252) 329-4062
Email: mnottingham@greenvillenc.gov*

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
“River Park North - Primitive Trail”**

The City of Greenville, NC is requesting bids for the construction of 7,258 linear feet of primitive trail located at River Park North. The scope of work shall include but is not limited to clearing a 10’ wide trail corridor with a 6’ wide compacted primitive trail. Alternate A includes a 4,000 linear foot portion of the Section A trail as referenced in the Design and Layout document.

The duration of this project shall be 45 calendar days. This is a turn-key project. A site visit is not mandatory but is encouraged. The alternate portion of this project, the portion located on the east side of US 264 Alternate, will have the gate open from 11:30am to 4:30pm on Thursday, January 30, to provide pre-bid access.

Sealed bids will be received by the City of Greenville until Thursday, February 6 @ 10:00 AM at the Recreation & Parks Office located in the Jaycee Park Administration Building, 2000 Cedar Lane, Greenville, NC 27835. Mailed bids shall be delivered to 2000 Cedar Lane, Greenville, NC 27835 on or before Thursday, February 6 @ 10:00 AM and addressed to Mark Nottingham, Parks Planner.

The Contract Documents (plans and specifications) are labeled as Attachment B or electronically via Greenville Recreation and Parks Department. For information, contact Mark Nottingham at 252-329-4242 or mnottingham@greenvillenc.gov.

All sealed bids shall have the words *Attn: Mark Nottingham - Bid Enclosed, River Park North - Primitive Trail* on the outside of the bid package and mail carrier envelope.

All bids will be marked with the date and time they are received by reception staff. There will not be a public bid opening. Bids will be opened and evaluated by staff and a bid tabulation will be available upon request once the contract is awarded to the successful bidder.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

Minority/Women owned business are encouraged to submit bids.

*Denisha Harris, Purchasing Manager
City of Greenville
201 W. Fifth Street
Greenville, NC 27834*

INSTRUCTIONS TO BIDDERS

**Bid to Provide
“Primitive Trail – River Park North”
1000 Mumford, Greenville, NC**

1. Contractor is to provide verification to the City that the company’s employees are covered under worker’s compensation insurance coverage.
2. It is expressly understood by the contractor offering a bid after a written notice of award by the City, a written contract or purchase order will be required to be executed and will serve together with this bid, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding any procedure for submission of a bid shall be directed by email to Mark Nottingham, Parks Planner, at mnottingham@greenvillenc.gov. The last date to submit questions will be Friday, January 31, 2020, by 2:00 PM.
6. By submitting a bid for the Primitive Trail – River Park North, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Furthermore, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm’s employees, while on City property performing their duties.
7. Contractor shall comply with all OSHA requirements associated with the work within this contract. Follow all safety guidelines while work is in progress.
8. No work will be performed at any time without proper supervision. If requested, the names and experience of supervisors shall be provided.
9. Contractor must procure and post the required permits prior to the commencement of work.
10. Staging areas for equipment and materials will be arranged on site during a pre-construction meeting.
11. Any damage to any buildings, concrete, landscaping, etc. shall be repaired by the contractor prior to the completion of the project.
12. All work shall be performed Monday – Saturday during approved hours. Hours of operation shall be 7:00 AM to 7:00 PM.
13. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance shall be corrected immediately.

**CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
SPECIFICATIONS FOR
“Primitive Trail – River Park North”**

1.0 SCOPE:

The scope of work shall be as directed by the plans and specifications for this project for construction of 7,258 linear feet of primitive trail located at River Park North. The scope of work shall include but is not limited to clearing a 10’ wide trail corridor with a 6’ wide compacted primitive trail. Alternate A includes a 4,000 linear foot portion of the Section A trail as referenced in the Design and Layout document found in Attachment B.

1.1 The duration of the project shall be 45 calendar days from receipt of award.

2.0 PAYMENT AND BID:

2.1 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.

2.2 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

2.3 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.

2.4 Minority and/or Women Business Enterprise (MWBE) Program

Refer to Attachment “C” for all Minority and/or Woman Business Enterprise requirements.

Questions regarding the City’s M/WBE Program should be directed to Ferdinand Rouse in the M/WBE Office at (252) 329-4462.

2.5 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.

2.6 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.

- 2.7 If needed, the contractor shall complete a new vendor application and any associated documents as required upon acceptance of this contract.
- 2.8 The contractor will develop a lump sum bid; that will include, but is not limited to all work, equipment, parts, and labor specified herein.

3.0 WORKERS COMPENSATION AND INSURANCE:

- 3.1 The contractor shall maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 3.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance shall be maintained during the duration of the contract.

3.3 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

4.0 CANCELLATION:

- 4.1 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.
- 4.2 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner.
- 4.3 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

*Mark Nottingham, Parks Planner
City of Greenville
2000 Cedar Lane
Greenville, N.C. 27835
Email: mnottingham@greenvillenc.gov*

5.0 DAMAGE TO CONTRACTORS PROPERTY:

- 5.1 The City of Greenville shall be under no obligation to replace or in any way compensate the contractor for fire, theft, vandalism or any other casualty, injury or damage to equipment or property belonging to the contractor while on City property.

5.2 The successful bidder agrees to indemnify or hold harmless the City of Greenville from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge the City of Greenville and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

5.3 It is understood and agreed by the parties that the City of Greenville will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages on City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 ADDENDUM

6.1 Addendum/Amendment: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. The contract may be amended from time to time through written agreement by both parties.

7.0 LOCAL PREFERENCE POLICY

7.1 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 may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

8.0 E-VERIFY COMPLIANCE

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

9.0 IRAN DIVESTMENT ACT

9.1 Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

ATTACHMENT A

CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
BID FORM

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

Primitive Trail at River Park North	
Proposed price to complete construction of Section B of the River Park North Primitive Trail and Section B Spur Trail per the trail design and layout document, without optional 20' bridge. Proposed trail length is approximately 7,258 lineal feet.	\$
<u>Alternate A:</u> Proposed price to complete 4,000+/- lineal feet of primitive trail beginning at US 264 Alt and continuing to an existing metal structure per the trail design and layout document labeled Attachment B	\$

Addenda Received: _____ Required MWBE Forms Included: _____

Bid reviewed, prepared and submitted by:

Company Name: _____ Date: _____

Address: _____

Phone Number: _____

General Contractor's License Number: _____

Signed: _____ Print Name: _____

ATTACHMENT B

River Park North Primitive Trail Design and Layout

**River Park North
Primitive Trail Design & Layout**

City of Greenville, NC



Prepared

January, 2020

Prepared by

Benchmark Trails, Inc

1506 E. North St.,

Greenville, SC 29607

River Park North Primitive Trail

General Notes

Alignment:

The trail is divided into two sections. Section A is on private property, and will not be developed until it is acquired by the City of Greenville, NC.

Section B is entirely on city property and can be currently developed.

Section A and B can eventually be connected via a long open water bridge and a short boardwalk. These are indicated in the construction log in red, to indicate that they are optional at this time.

Physical Site Conditions:

Section B soils (city property that is the priority for development) are very sandy, This section is essentially flat. There is very thick vegetation throughout, as seen in Photo 28. One area, approximately 300 feet from the terminus is seasonally wet, but can be traversed in dry weather. We recommend a short boardwalk. This is indicated in red in the construction log.

Section A (private property) has minimal to slight elevation gains. The alignment traverses several thousand feet of existing grassy road (aggregate base in some cases) near Alt 264.

General Trail Specifications:

- ◆ River Park North (RPN) Primitive Trails are to be constructed with a 6 ft. wide (72 inch) trail tread, 2 ft. wide (24 inch) corridor clearing on both sides of trail, and an 8 ft. high vertical clearance.
- ◆ Contractor shall mechanically compact all new trail construction.

Layout

- ◆ The trail layout is a rolling contour style; contractor should not deviate more than 24 inches from either side of pin flag. Deviating more than 24" will eliminate the rolling character of the layout.
- ◆ Trail is pin flagged in **Orange**, and pin location is the centerline of trail tread.
- ◆ All distances/lengths are based on wheeled distances.
- ◆ Completed trail lengths will vary from wheeled distances.
- ◆ Wheeled distances are marked with station locations.
- ◆ Sta 0+00 = 0 feet
- ◆ Sta 1+00 = 100 feet
- ◆ Sta 10+00 = 1,000 feet
- ◆ An asterisk (*) in the Trail Construction Logs indicates no work required.

River Park North Primitive Trail

General Notes

Spoils/Erosion Control:

- ◆ All spoils from bench cutting construction need to be dispersed evenly and covered with leaf litter to fully cover all raked spoils.

Corridor Clearing/Vegetation Management:

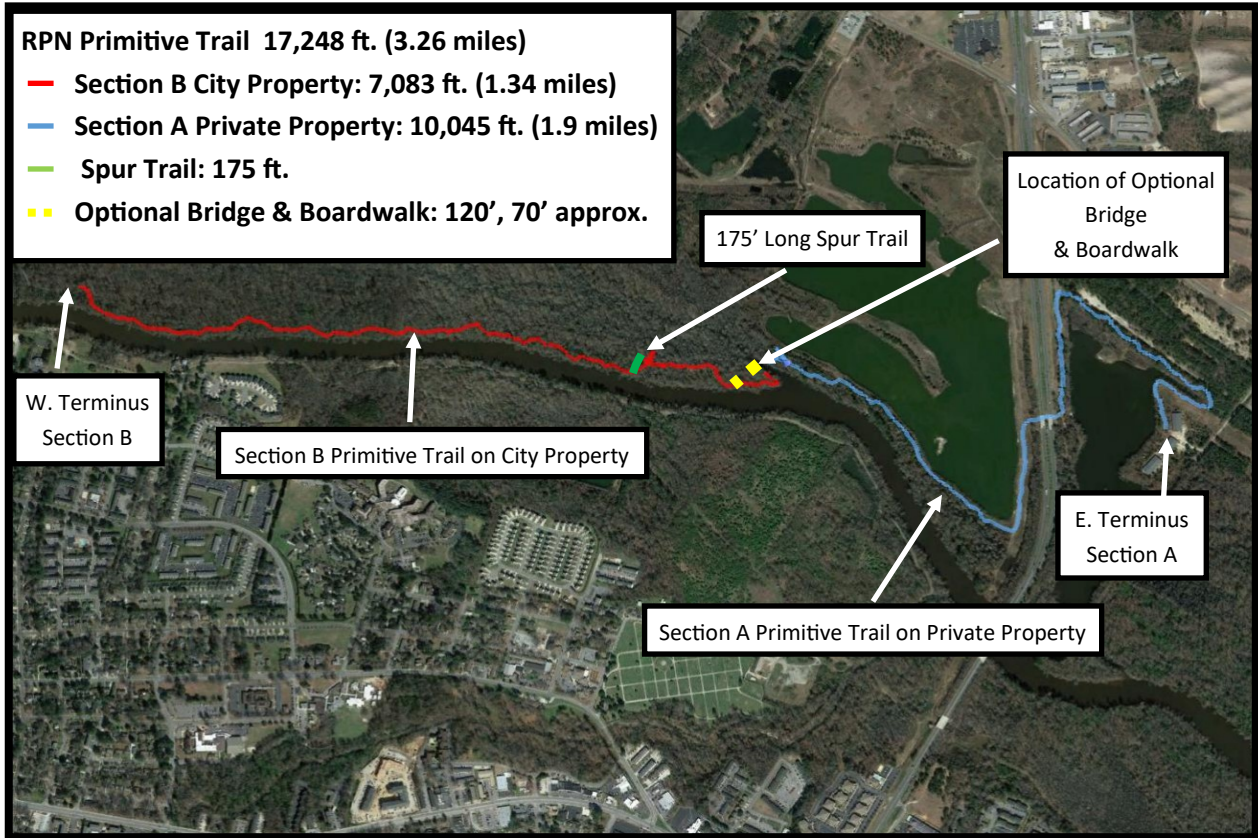
- ◆ All vegetation cleared within the specified corridor clearing limits to be removed a minimum of 20 feet away from trail. Always move debris to opposite side of river viewshed. Cut ends must face away from trail. No piles. All vegetation must be scattered

Specifications:

- ◆ Refer to Trail Construction Details for general construction specifications.

RPN Primitive Trail

Alignment



RPN PRIMITIVE TRAIL

Trail Construction Log

Work Item	Trail Station	Task Description	Construction Details	Photo #
Section A		Private Property		
*	0+00	Section A . Begin New Trail Construction.		1
1	0+00 to 3+03	Flat trail. Clear trail, blade, finish rake.	1,2,3	
2	3+03 to 11+26	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	2
*	3+86	View of Lake.		3
3	11+26 to 11+83	Flat trail. Clear trail, blade, finish rake.	1,2,3	
4	11+83 to 12+65	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	
*	12+10	Culvert crossing.		4
5	12+65 to 17+20	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	
6	17+20 to 17+92	Clear trail, blench cut around ravine, finish rake.	1,2,3	
7	17+92 to 24+122	Flat trail. Clear trail, blade, finish rake.	1,2,3	
*	20+64	Cross old lake access road.		5
8	24+12 to 25+12	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	
*	24+64	Pass abandoned old culvert.		6
9	25+12 to 26+21	Flat trail. Clear trail, blade, finish rake.	1,2,3	
10	26+21 to 27+03	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	
11	27+03 to 29+28	Flat trail. Clear trail, blade, finish rake.	1,2,3	
12	29+28 to 41+69	Blade existing grassy road paralleling Alt 264.	1,2,3	7
*	32+33	Power Lines		8
*	41+69	Alt 264 underpass		9
13	41+69 to 42+18	Blade grassy underpass, finish rake.	1,2,3	
14	42+18 to 43+02	Bench cut through rip-rap under Alt 264 bridge. Place removed rock below trail to support benchcut.	1,2,3	10
15	43+02 to 44+40	Flat trail. Clear trail, blade, finish rake.	1,2,3	
16	44+40 to 54+79	Flat trail. Clear trail, blade existing grassy road paralleling power lines and lake, finish rake.	1,2,3	11
17	54+79 to 76+58	Flat trail. Clear trail, blade existing grassy road following lake side, finish rake.	1,2,3	12

RPN PRIMITIVE TRAIL

Trail Construction Log

Work Item	Trail Station	Task Description	Construction Details	Photo #
18	72+23	Add bench at existing spur to view of Tar River		13,14
19	76+58 to 98+79	Turn on left off existing road to parallel creek. Flat trail. Clear trail, blade, finish rake.	1,2,3	15
*	99+76	End of construction Section A		
*	99+76 to 100+45	Optional Boardwalk to edge of water approx. 70'		16,17
*	100+45 to 101+65	Optional 120' bridge over open water.		18,19,20
Section B		City Property		
20	101+65 to 113+92	Start Section B. Flat trail. Clear trail, blade, finish	1,2,3	
21	103+27	Install bench at overlook		21
*	112+69	Views of Tar River and wetlands		22-24
22	113+92 to 115+10	Low backslope. Clear trail, blench cut, finish rake.	1,2,3	
23	115+10 to 116+22	Flat trail. Clear trail, blade, finish rake.	1,2,3	
*	116+22	Junction with wetland spur trail with view		
24	*0+00 to 01+75	Wetland spur. Clear trail, blade, finish rake. Add	1,2,3	25
25	116+22 to 162+37	Flat trail. Clear trail, blade, finish rake.	1,2,3	
*	137+12	View of Tar River. Add bench		26
*	147+78 to 147+98	Optional 20' bridge. Area dries up, but can be occasionally muddy.		27
*	157+85	Typical thick vegetation		28
26	162+42 to 172+48	Flat trail. Clear trail, blade, finish rake.	1,2,3	
*	172+48	End of construction Section B		29

River Park North Primitive Trail

Photos for Construction Log



1. Section A. Start of trail on private property



2. Begin bench cut

River Park North Primitive Trail

Photos for Construction Log



3. View of lake from trail



4. Existing culvert crossing

River Park North Primitive Trail

Photos for Construction Log



5. Old lake access road



6. Abandoned old culvert along alignment

River Park North Primitive Trail

Photos for Construction Log



7. Existing grassy road paralleling Alt 264



8. Cross power lines on existing grassy road

River Park North Primitive Trail

Photos for Construction Log



9. Alignment approaches Alt 264 underpass



10. Rip rap under Alt 264 bridge

River Park North Primitive Trail

Photos for Construction Log



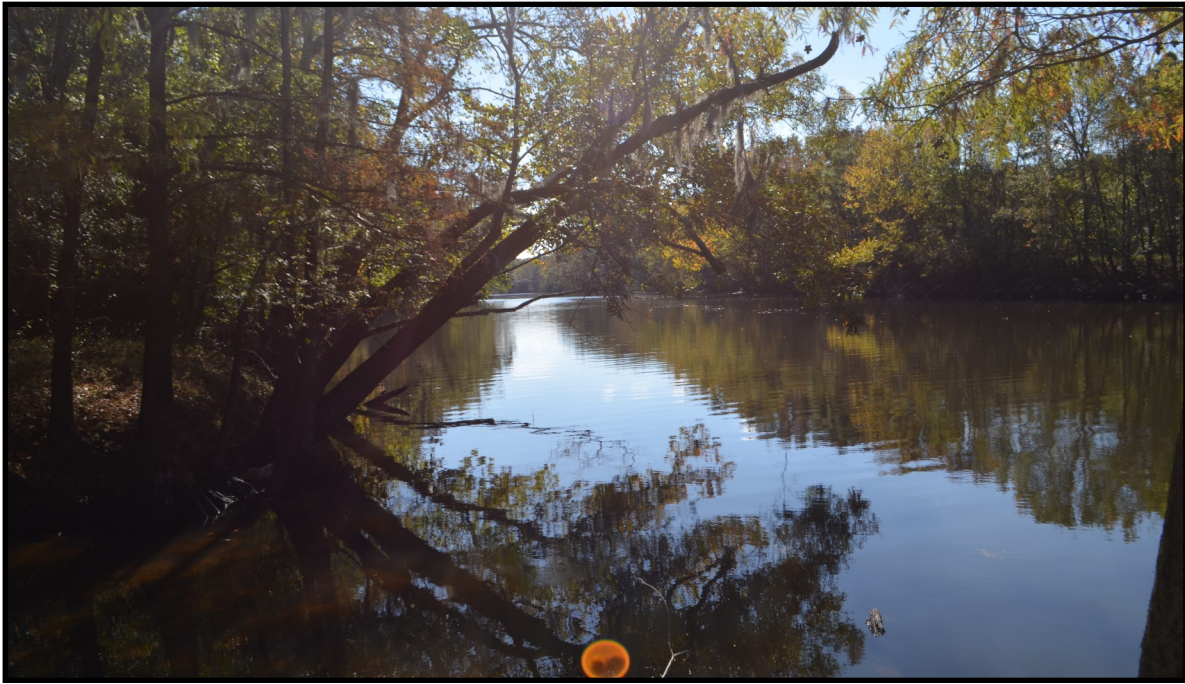
11. Alignment along existing grassy road, Alt 264 on left



12. Alignment along existing grassy road

River Park North Primitive Trail

Photos for Construction Log



13. View of Tar River from existing spur. Add bench.



14. View of Tar River from existing spur. Add bench.

River Park North Primitive Trail

Photos for Construction Log



15. Alignment turns left off existing grassy road onto old woods road.



16. End of Section A trail.. Begin optional 70 ft. boardwalk at edge of water.

River Park North Primitive Trail

Photos for Construction Log



17. View 2 of optional 70 ft. boardwalk at edge of water.



18. View of optional 120' bridge over open water. View is from Section A looking toward Section B.

River Park North Primitive Trail

Photos for Construction Log



19. View of optional 120' bridge over open water. End of optional bridge. Begin Section B.



20. View of optional 120' bridge over open water. View is from Section B looking over open water.

River Park North Primitive Trail

Photos for Construction Log



21. Proposed bench location looking over wetland



22. View of Tar River along alignment.

River Park North Primitive Trail

Photos for Construction Log



23. View of wetland along alignment.



24. View of wetland along alignment.

River Park North Primitive Trail

Photos for Construction Log



25. Terminus of wetland spur. Add bench.



26. View of Tar River. Proposed bench location along alignment.

River Park North Primitive Trail

Photos for Construction Log



27. Occasional wet area which could benefit from short 20' boardwalk (optional).



28. Alignment showing typical thick vegetation.

River Park North Primitive Trail

Photos for Construction Log



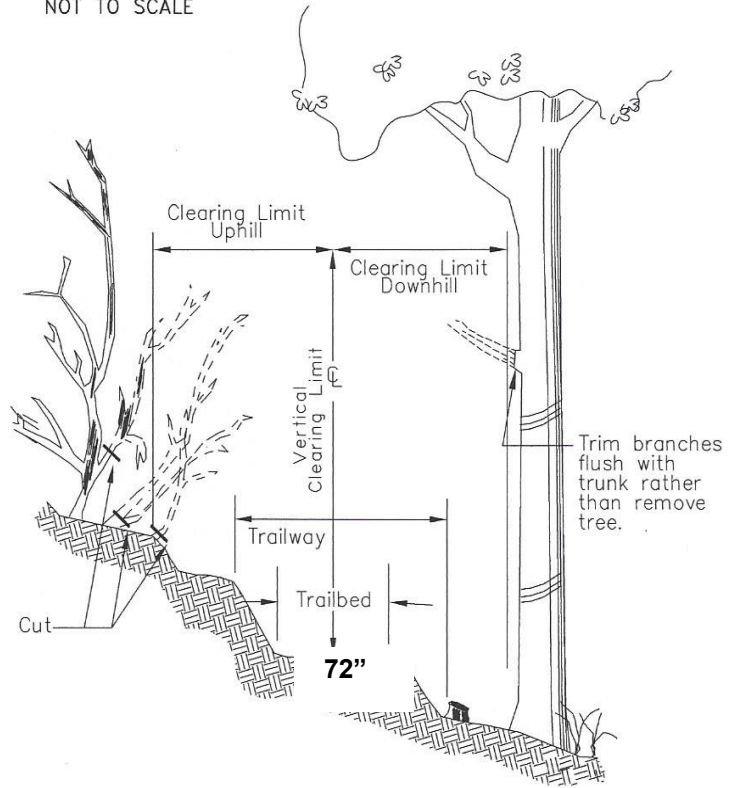
29. Western terminus of Section B.

CLEARING LIMITS

NOT TO SCALE

Clearing Limits (mm)

Location	Uphill	Downhill	Height
ALL	5'	5'	8'



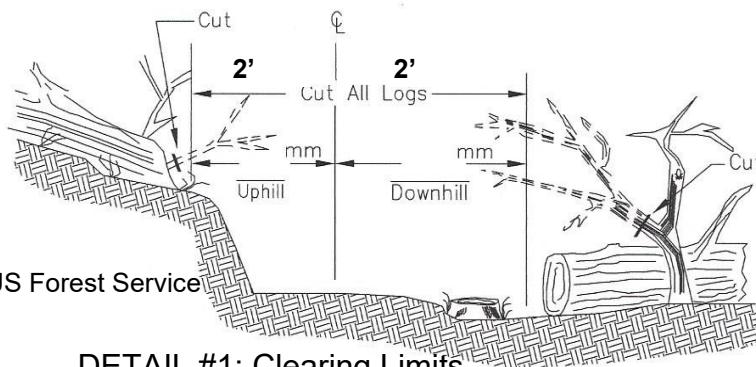
Do not move trees over
Do not remove trees over
6" in diameter if they are over 3 feet from
centerline (both side).

Remove all trees 5 inches or less in diameter if they
Are within 3 feet of centerline (both sides)

Stump Height Requirements* (mm)

Stump Position	Side Slope	Uphill	Downhill
Stumps between the trailway and clearing limits.	Side slope less than or=to 10%	4"	4"
	Side slope over 10%	4"	4"
Stumps outside the clearing limits	Side slope less than or=to 10%	4"	4"
	Side slope over 10%	4"	4"

*All heights measured on uphill side of stumps.



Source: US Forest Service

DETAIL #1: Clearing Limits

Not to Scale

4/96

911-1

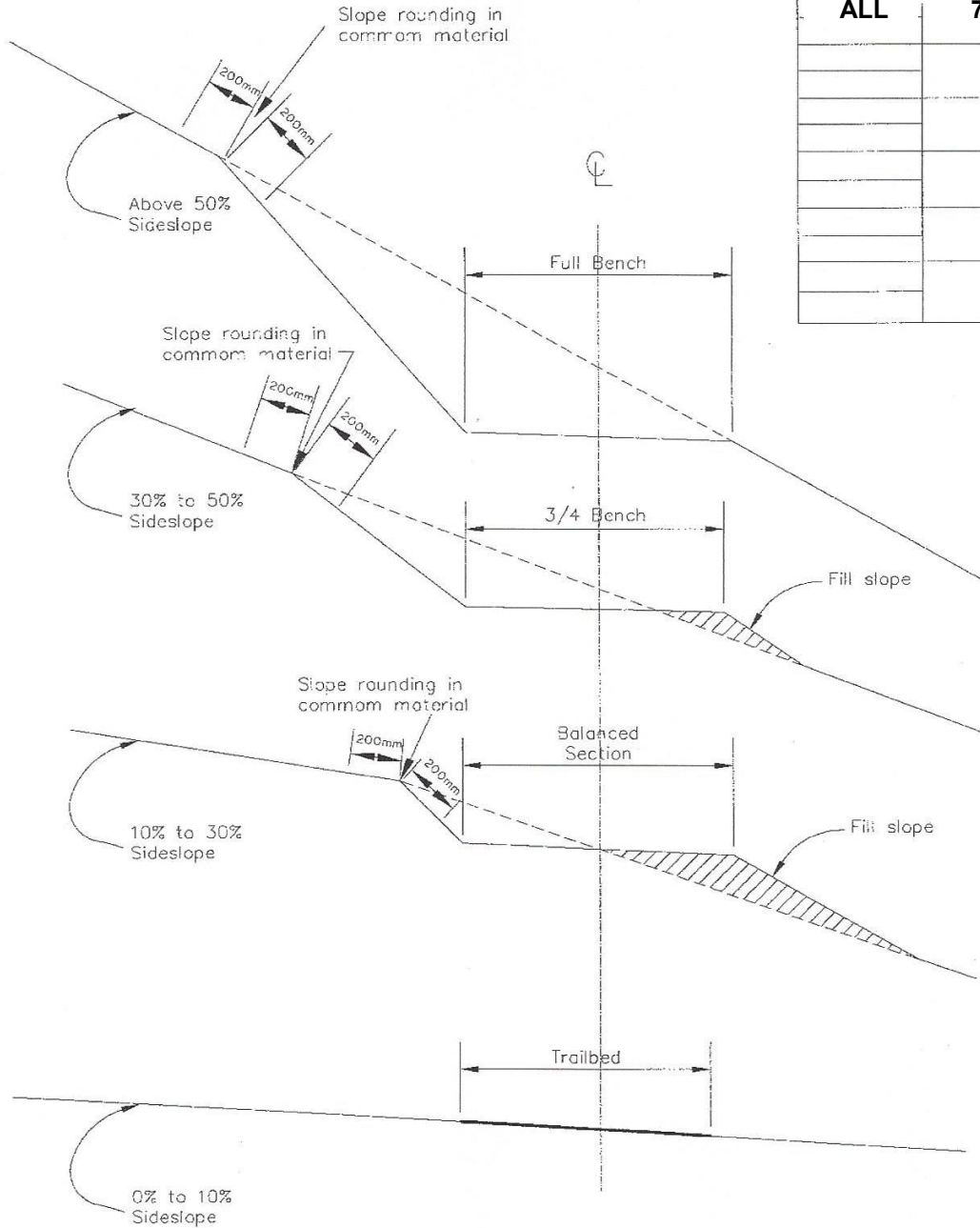
TYPICAL TRAIL CROSS SECTIONS

NOT TO SCALE

Amount of bench varies with % of sideslope. Outslope trailbed 6-10%.

Trailbed Width

Location	Trailbed Width (mm)
ALL	72"



Source: US Forest Service

4/96

912-1

DETAIL # 2: Bench Cut

Not to Scale

TRAILBED AND SLOPE FINISH

NOT TO SCALE

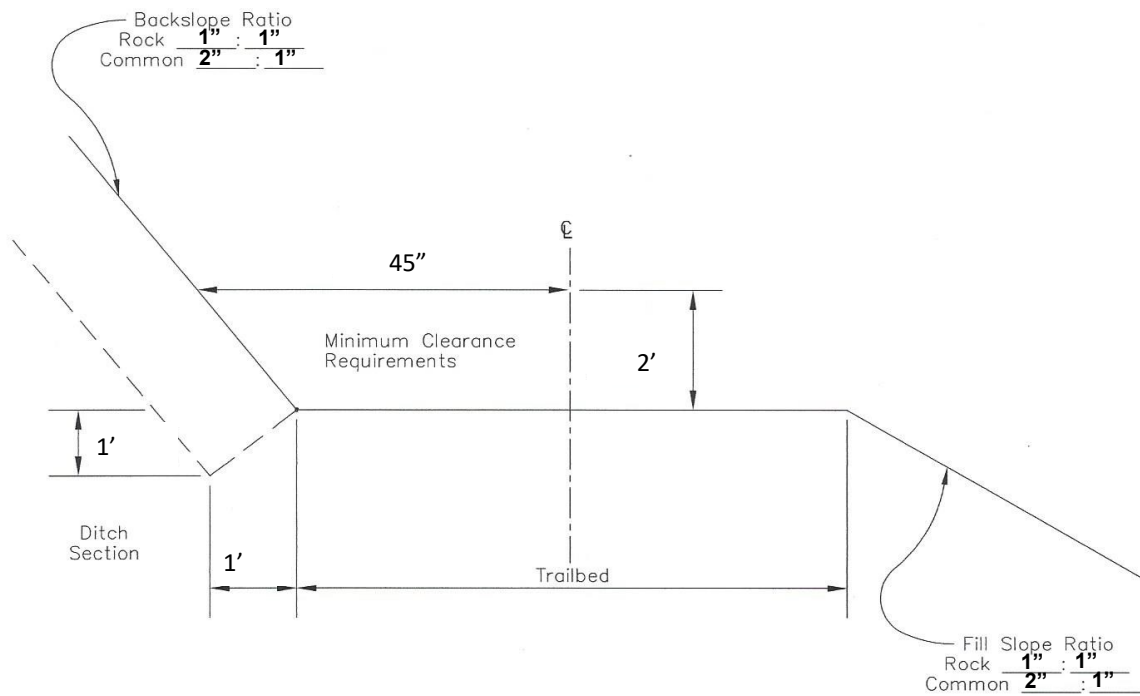
Slope Finish

Remove roots over **1"** in diameter that protrude from the backslope.

Trailbed Finish

Remove loose rock on the trailbed surface over **2"** in the smallest dimension.

Remove or reduce embedded rock that protrudes more than **1"** above the trailbed.



Source: US Forest Service

4/96

912-2

DETAIL# 3: Trailbed & Slope Finish

Not to Scale

ATTACHMENT C

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.

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.

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.

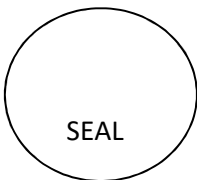
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)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

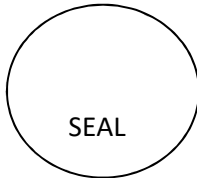
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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)

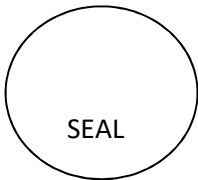
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 next lowest responsible and responsive bidder.

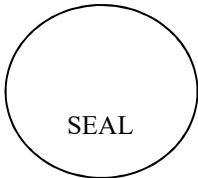
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____
Purchase Order No. _____

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

