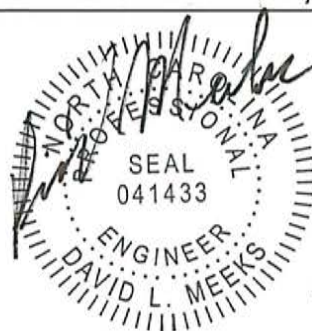


**SUBJECT: ADDENDUM NO. 1**

To the Plans and Specifications for  
City of Greenville  
Public Works Site Lighting – Phase 2



April 24, 2023

4-24-2023

**To: PROSPECTIVE BIDDERS AND OTHER CONCERNED**

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

**A. Pre-Bid Meeting Minutes:**

1. Attached is a copy of the meeting minutes from the Pre-Bid Meeting Minutes held on Tuesday April 18, 2023 at 10:00 am.

**B. Specification Booklet Changes:**

1. The TABLE OF CONTENTS has been modified and reissued. See attached revised Table of contents.
  - a. The "Table of Contents" has been revised to include added document "*Exhibit Attachment "A" Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.*" **Changes are indicated in Red.** This document is the same document that was handed out during the Pre-Bid Meeting.
2. The SECTION 0938 – SUPPLEMENTARY CONDITIONS has been modified and reissued. See attached revised Section 0938 – Supplementary Conditions. **Changes are indicated in Red.** This is the same document that was handed out during the Pre-Bid Meeting.
  - a. In section Article 11 Insurance and Bonds, the SC has been revised to include 11.1.1-6 & 11.1.1-7.
  - b. The entire reference to "Article 13 Miscellaneous Provisions" has been added.
  - c. Exhibit Attachment "A" Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E." has been added as an attachment to Section 0938 – Supplementary Conditions. This document is new and it the same document that was handed out during the Pre-Bid meeting.
3. The SECTION 0400 – BID FORM has been modified and reissued. See attached revised Section 0938 – Supplementary Conditions.
  - a. Under the line items for "Base Bid", "Add Alternate No. 1", and "Add Alternate No. 2", the following line items have been added: "Sales Tax", "Total Base Bid", "Total Add Alternate No. 1", and "Total Add Alternate No. 2".
  - b. The ITB number has been corrected to ITB 22-23-37.

**C. Questions:**

1. Question: Does the owner want to keep the removed pole / fixture?  
Answer: The owner has the right of first refusal. For bidding purposes, assume the contractor will be responsible for removing all items from the site. During construction this will be coordinated with the owner and will be documented in writing.
  
2. Question: At the salt building, who will be responsible for moving and reinstalling the large concrete barriers?  
Answer: The City will move and relocate the large concrete barriers.
  
3. Question: Can the contractor's staff use the owner's onsite rest rooms instead of having to provide a Porta-Potty?  
Answer: Yes, the owner will designate a restroom location.
  
4. Question: At Building "A", which trees will be removed by the City?  
Answer: The first two trees from East to West starting at the Northeast corner of the property, on the North side of the existing parking lot at Building A will be removed. See screen clip below with the two red circles indicating the two trees that will be removed.



FOR THE OWNER  
THE EAST GROUP, PA

END OF DOCUMENT



## PRE-BID CONFERENCE MEETING MINUTES

Corporate Office

324 Evans St  
Greenville  
NC 27858  
Tel 252.758.3746  
Fax 252.830.3954

Raleigh Office  
4325 Lake Boone Trail  
Suite 311  
Raleigh  
NC 27607

Tel 919.784.9330  
Fax 252.830.3954

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<b>Client / Facility:</b>	City of Greenville	<b>TEG Project No.:</b>	20230032
<b>Project Name:</b>	Public Works Site Lighting – Phase 2	<b>Client Project No.:</b>	ITB 22-23-37
<b>Meeting Location:</b>	1500 Beatty Street, Greenville, NC Conference Room	<b>Meeting Date:</b>	Tuesday 04/18/2023 10:00 am
<b>Prepared By:</b>	David Meeks, PE	<b>Date Prepared:</b>	Tuesday 04/18/2023

ATTENDEES		
Name	Company	E-mail Address
David Meeks, PE	The East Group, P.A.	<a href="mailto:david.meeks@eastgroup.com">david.meeks@eastgroup.com</a>
Michael Turner	City of Greenville	<a href="mailto:mturner@greenvillenc.gov">mturner@greenvillenc.gov</a>
Aaron Lewis	City of Greenville	<a href="mailto:alewis@greenvillenc.gov">alewis@greenvillenc.gov</a>
Devin Thompson	City of Greenville	<a href="mailto:dthompson@greenvillenc.gov">dthompson@greenvillenc.gov</a>
Ronnie Webber	American Builders	<a href="mailto:rwebber@americanbldr.com">rwebber@americanbldr.com</a>
Daryl Jones	Coastline Electrical Construction Inc.	<a href="mailto:darylj@coastlineelec.com">darylj@coastlineelec.com</a>
Chad Bass	Wheeler Electric Company	<a href="mailto:chadb@wheelerelectric.net">chadb@wheelerelectric.net</a>
Darren Britton	Carolina Conduit Systems	<a href="mailto:dbritton@carolinaconduit.com">dbritton@carolinaconduit.com</a>
John Lopaz	The East Group, P.A.	<a href="mailto:john.lopaz@eastgroup.com">john.lopaz@eastgroup.com</a>

**Attention:** Please notify the author of any omissions or inaccuracies within ten working days after date prepared. Unless notified, the information contained in the meeting minutes will be considered correct as written.

<b>Purpose of Meeting:</b>	Pre-Bid Conference
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### 1. Introductions

- David Meeks, PE, The East Group, P.A., Project Manager / Electrical Engineer
- Michael Turner, City of Greenville, Project Manager

### 2. Contractual Requirements

- The successful bidders will enter into a contract with the City of Greenville.
- Any questions regarding the project must be received in TEG office before **4:00 pm (EST), Friday, April 21, 2023**. All questions must be in writing and submitted to [david.meeks@eastgroup.com](mailto:david.meeks@eastgroup.com) or faxed to 1-252-830-3954. Responses to questions will be distributed to all plan holders via addenda by **5:00 pm (EST), Monday, April 24, 2023**.
- Minutes of this meeting and any addenda that may result will be sent to all attendees and plan holders by e-mail and will be posted on the City's website. Please make sure you sign the attendance roster and provide the correct information.

ENGINEERING

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ARCHITECTURE

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SURVEYING

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TECHNOLOGY

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- d) **Bid Opening Location/Time:** Bids will be received until **2:00 pm (EST), Tuesday, May 9, 2023.** Bids will be opened by the City of Greenville at the Public Works Facility, 1500 Beatty Street, Greenville, NC 27834 and then publicly opened and read aloud.

Any bids delivered before **2:00 pm (EST), Tuesday, May 9, 2023** shall be sealed, clearly marked, and delivered to Attention Michael Turner, the City of Greenville at the Public Works Facility, 1500 Beatty Street, Greenville, NC 27834.

Late bids will not be accepted.

- e) Product substitutions must be approved by the designer and owner 10 days prior to submitting bid.
- f) The bonds required for this project are 1. Bid, 2. Performance & Payment.
- g) A bid bond in the amount of 5% of the bid is required to be submitted with your bid.
- h) Payment Applications – AIA G702.
- i) MBE Minority and Women Business Enterprise Plan Special Provisions.
- i) Affidavit A (Listing of Good Faith Efforts)
  - ii) or Affidavit B (Intent to Preform Contract with Own Workforce)
  - iii) HUBs must be state certified.
- j) Certification of Insurance (See SC, Article 11 on Pages 3 & 4)
- k) Provide all documentation with your bid. Provide one original copies of all bid documents.
- i) Bid Form (Ref Specification 00400 – Bid Form)
  - ii) Contractor Reference Information Form (Ref Specification 00401 - Reference Information) - **This form consists of two pages.**
  - iii) Form of Bid Bond
  - iv) MBE – Identification of HUB Certified / Minority Business Participation Form  
**(Provide this form even if the total number on the bottom of the form is “0”.)**
  - v) Minority & Women Business Enterprise (MWBE) Program (Ref Specification 00402 MWBE-Forms City of Greenville). Provide either one of the following:
    - (1) Affidavit ‘A’ - Listing of Good Faith Efforts
    - (2) Affidavit ‘B’ - Intent to Preform Contract with Own Work Force.
  - vi) Verify Affidavit. (Ref Specification 00403, E Verify Affidavit)
- l) Site Visits: One Mandatory site visit is required.
- i) Today immediately after the Pre-Bid meeting.
  - ii) Thursday April 20, 2023 at 2:00 pm to 3:00 pm by appointment only. Contact David Meeks by 5:00 PM, Wednesday, April 21, 2023 to make an appointment.

Corporate Office  
324 Evans St  
Greenville  
NC 27858  
Tel 252.758.3746  
Fax 252.830.3954

Raleigh Office  
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**3. Construction Requirements**

- a) Expected Notice to Proceed date: Within 30 Days of Bid Opening
- b) Final Completion: 120 days
- c) Liquidated damages: \$500.00 per day.
- d) It will be the contractor’s responsibility to find a lay down area for materials. The contractor shall have this area approved by the Engineer/Owner. Depending on how large an area is required, a lay down area adjacent to the construction site may be available.
- e) Contractor is responsible for job-site safety. Contractor must comply with all OSHA regulations.
- f) Normal working hours shall be 8 AM to 5 PM, Monday through Friday. Work scheduled outside of these hours must receive prior approval from the Engineer. Some work outside of these hours is expected to minimize downtime to users in in the building.
- g) Parking – Parking on site will be allowed in the Public Works parking lot.

**4. Overview of Project**

- a) Bids to include all necessary labor, material (including sales tax), equipment, supervision, etc.
- b) Include in the Base Bid the following:
  - i) Installation of five light fixtures, poles, foundations, & circuiting.
- c) There are two Bid Alternate(s). (See Section 01230 – Alternates & Drawings)
  - i) Add Alt #1: Demo of Fixture. Installation of Three Light Fixtures, Poles, Foundations, & Circuiting for Area North of Building A.
  - ii) Add Alt #2: Installation Lighting Fixture Bollards, Foundations, & Circuiting for Sidewalk In Front of Building A.

**5. Site Requirements**

- a) Access in and out of buildings shall be maintained at all times. This includes all corridors, hallways, sidewalks, walkways, door openings, gates, driveways, streets, etc.
- b) Construction noise shall be kept to a minimum.
- c) Temporary construction fencing is required.
- d) Contractor will be required to provide erosion control during construction.
- e) Provide tree protection during construction.
- f) All contractor’s company vehicles while onsite must be identifiable.**
- g) All contractor’s staff while onsite must be identifiable.**
- h) All contractor’s staff while onsite must wear a safety vest with their company’s names on the safety vest.**

**6. Submittals**

- a) Submittals will be required. PDFs copies will be allowed.

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**7. Other / Miscellaneous**

- a) Permit will be required from this project. Permits will be at no cost.
- b) Specification Booklet Changes– Table of Contents:
  - i) The “Table of Contents” has been revised to include added document “*Exhibit Attachment “A” Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.*” See revised Table of Contents hand out. **Changes in Red.**
- c) Specification Booklet Changes – Section 0938 – Supplementary Conditions:
  - i) In section Article 11 Insurance and Bonds, the SC has been revised to include 11.1.1-6 & 11.1.1-7. See revised Section 0938 – Supplementary Conditions hand out. **Changes in Red.**
  - ii) The entire reference to “Article 13 Miscellaneous Provisions” has been added. See revised Section 0938 – Supplementary Conditions hand out. **Changes in Red.**
  - iii) Exhibit Attachment “A” Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.” has been added as an attachment to Section 0938 – Supplementary Conditions. See hand out. This is a new document.
- d) Handout: AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor. Not included in the Specification Booklet.
- e) Handout: AIA Document A101-2017-Exhibit A, Insurance and Bonds. Not included in the Specification Booklet.

**8. Questions & Answers**

- a) Question: At Building “A”, which trees will be removed by the City?  
Answer: The City will remove at least two trees to the north of Building “A”. An addenda detailing will follow.
- b) Question: Does the owner want to keep the removed pole / fixture?  
Answer: An addenda detailing will follow.
- c) Question: At the salt building, who will be responsible for moving and reinstalling the large concrete barriers?  
Answer: The City will move and relocate the large concrete barriers. An addendum stating the same will follow.
- d) Question: Can the contractor’s staff use the owner’s onsite rest rooms instead of having to provide a Porta-Potty?  
Answer: Yes. An addendum stating the same will follow.

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**9. Other / Misc**

- a) Clarification: When removing any section of concrete sidewalk, contractor is required to removed & reinstall the entire section from joint to joint.
- b) Each bidder will need to include in their Bid a line item for Sale's Tax. An addendum will follow that will include a revised Bid Form.

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**10. Tour of Project Site**

- a) All attendees were taken on a tour of the project site.

**Attachments**

- Attachment #1 – Attendance Sheet

**Distribution**

Distribution shall be to each company in attendance via email or fax and the following:

- All plan holders

**END**

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**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**TABLE OF CONTENTS**

Professional Seal Sheet

**BIDDING DOCUMENTS**

00100	Invitation to Bid
00101	Advertisement for Bids
00201	City of Greenville MBE-WBE Plan
00215	Document Clarification Request (DCR)
00231	Product Substitutions During Bid
00400	Form of Single Prime Contract Proposal – Bid Form
00401	Reference Information
00402	MWBE-Forms City of Greenville
00403	E Verify Affidavit

**CONTRACT DOCUMENTS**

00797	AIA Referenced Documents
00938	Exhibit “A” Supplementary Conditions to The Contract for Construction AIA Document A201 <b>Exhibit Attachment “A” Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A &amp; E.</b>

**DIVISION 1 - GENERAL REQUIREMENTS**

01110	Summary of Work
01230	Alternates
01250	Contract Modification Procedures
01290	Payment Procedures
01310	Project Management and Coordination
01315	Project Meetings
01330	Submittal Procedures
01400	Quality Requirements
01420	References
01500	Temporary Facilities and Controls
01600	Product Requirements
01631	Product Substitutions
01700	Execution Requirements
01731	Cutting and Patching
01732	Selective Demolition
01770	Closeout Procedures
01788	Warranties and Bonds

**DIVISION 2 - SITE CONSTRUCTION**

02120	Erosion and Pollution Control Work
02227	Waste Material Disposal
02228	Clean-up and Seeding
02300	Earthwork
02715	Cement Concrete Pavement

**DIVISION 3 - CONCRETE**

03300	Cast-in-place Concrete
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**DIVISION 10 – Thru DIVISION 16 Not Used.**

**END OF TABLE OF CONTENTS**

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**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**SUPPLEMENTARY CONDITIONS  
TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT  
A201 – 2017 EDITION**

The following supplements modify, change, delete from or add to the "General Conditions of the Contract Construction", AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

**ARTICLE 3 CONTRACTOR**

**3.5 WARRANTY**

**3.5.3** Add the following Subparagraph: "The Contractor will assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties."

**3.6 TAXES**

**3.6.2** Add the following Subparagraph: "North Carolina and county sales taxes are included within the Contract Sum and are not in addition to the Contract Sum. The Contractor shall make a monthly accounting of the taxes paid so the Owner may file for reimbursement."

**3.18 INDEMNIFICATION**

**3.18.1** After the words "(other than the Work itself)" delete "but only to the extent caused by the negligent acts or omissions" and substitute "caused by acts or omissions of".

**ARTICLE 5 SUBCONTRACTORS**

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.3** Delete the 2<sup>nd</sup> sentence and substitute: "If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased by the lesser of the following: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect exceeds the amount set forth in the Schedule of Values, if any, which is applicable to the Work covered by such subcontract."

**5.3 SUBCONTRACTUAL RELATIONS**

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

Add at the end of the Subparagraph, add: "The agreement between the Contractor and Subcontractor shall include but are not limited to the requirements of liability insurance and workers' compensation insurance either as part of the Contractor's policies or by separate policy provided by the Subcontractor, an indemnification agreement for injuries or damages caused by the acts or omissions of the Subcontractor, and that no privity exists between the Subcontractor and the Owner."

**ARTICLE 7 CHANGES IN THE WORK**

**7.1 GENERAL**

**7.1.3** At the end of the Subparagraph, add: "Except as permitted in Paragraph 7.3 and Subparagraph 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents."

**7.2 CHANGE ORDERS**

**7.2.2** Add the following Subparagraph: "Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents."

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.11** Add the following Subparagraph: "The term, "allowance for overhead and profit," wherever mentioned in this Contract, shall be limited by the following conditions:

"Overhead Costs" shall include the following: Supervision, superintendent, wages of timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost" as defined in Subparagraph 7.3.6 and including all costs associated with time extensions granted as a part of change orders.

Overhead and profit shall not exceed 15% of the value of labor and material for Work performed by the Contractor. If the work is performed by a Subcontractor, the Contractor's overhead and profit shall not exceed 7 ½ %."

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**ARTICLE 8 TIME**

**8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** In Line 5 delete: “pending mediation and arbitration, or”.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**9.7 FAILURE OF PAYMENT**

In Line 4, delete the phrase: “or awarded by binding dispute resolution”.

**9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Add after the phrase “for its intended use”: “; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.”

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Add at the end of the Subparagraph: “All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received by the Owner.”

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1** Add at the end of the Subparagraph: “In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.”

**ARTICLE 11 INSURANCE AND BONDS**

**11.1 CONTRACTOR’S INSURANCE AND BONDS**

**11.1.2** Add the following Clause: “The insurance required by Subparagraph 11.1.1 shall be



**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

After subparagraph 13.5 Interest, add the following:

**13.6 Minority/Women Owned Business Enterprise:** The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available. Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

**13.7 Title VI Nondiscrimination:** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A".

**13.8 Conflict of Interests:**

- a. Consultant/Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Consultant/Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Consultant/Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Consultant/Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Consultant/Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Consultant/Contractor shall make any such disclosure to the City in writing and immediately upon the Consultant/Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, Consultant/Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Consultant/Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**13.9 Non-Appropriation of Funds:** Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

**13.10 Confidentiality:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

**15.1.3.1** Add at the end of the Subparagraph: "Failure of the Contractor to give timely notice of a claim shall constitute waiver of the claim."

**15.1.6.2** Add at the end of the Clause: "Claims for extension of the Contract Time, described in Subparagraph 15.1.6.1 for "Bad Weather" shall be submitted by the Contractor for consideration by the Architect when the weather has an adverse effect on the scheduled construction only under the following conditions:

1. If the number of days during which there was in excess of .02 inches of rain per



**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

day, exceeds by 105% the average number of days during which there was in excess of .02 inches of rain per day for that same month for the immediately preceding five (5) years.

2. If the number of days during which the temperature did not exceed 32.0° F in the period from 7:00 a.m. to 5:00 p.m., exceeds by 105% the average number of days during which the temperature did not exceed 32.0° F in the period from 7:00 a.m. to 5:00 p.m. for that same month for the immediately preceding five (5) years.

The Architect will not consider any claims for extension of time due to “Bad Weather”, except as outlined in this section.”

**15.2.5** Delete the Subparagraph as written and substitute: “The Architect will approve or reject Claims by written decision. The decision shall state the reasons for approval or rejection and shall notify the parties of any change in the Contract Sum or Contract Time or both. The decision of the Architect shall be final and binding on the parties but subject to voluntary arbitration or litigation.”

**15.2.6**

Delete this Paragraph in its entirety.

**15.4 MEDIATION**

Delete this Paragraph in its entirety.

**15.4 ARBITRATION**

Delete this Paragraph in its entirety.

**END OF SUPPLEMENTARY CONDITIONS**

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**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.**

**Title VI of the Civil Rights Act of 1964  
Nondiscrimination Provisions, Appendices A & E.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1) Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.**

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as

implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**BID FORM**

TO: **City of Greenville**  
herein called "OWNER"

1. Pursuant to and in compliance with the invitation to bid and the proposed Contract Documents relating to construction of:

**City of Greenville  
PUBLIC WORKS YARD LIGHTING - PHASE 2  
ITB 22-23-37  
Greenville, North Carolina**

the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time allowed and in strict accordance with proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

**Single Prime Bid:**

BIDDER'S COMPANY NAME: \_\_\_\_\_

**Base Bid** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Sales Tax** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Total Base Bid** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Add Alternate No. 1** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Sales Tax** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Total Add Alternate No. 1** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Add Alternate No. 2** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Sales Tax** \_\_\_\_\_ (\$ \_\_\_\_\_)

**Total Add Alternate No. 2** \_\_\_\_\_ (\$ \_\_\_\_\_)

LIST OF SUBCONTRACTORS			
	NAME OF COMPANY/ADDRESS		BID

**ATTACH CHECK, CASH OR BID BOND TO THIS PROPOSAL.**

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

2. I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of 60 days from the date prescribed for its opening.
3. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 45 days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to Owner in accordance with this bid accepted, and will also furnish and deliver proof of insurance coverage, all within ten days after deposit in the mails of the notification of acceptance of this bid.
4. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
5. The bidder acknowledges receipt of the following Addenda and has incorporated bid revisions in this bid proposal.

Addendum No.	Dated	Received	Addendum No.	Dated	Received
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. Construction Time: The undersigned agrees if he is the successful bidder to commence work under this contract on a date to be specified by the Owner and to fully complete all work on the Project within the following period set forth below.

**120** Consecutive Calendar Days

7. The bidder further agrees that the Owner has the right to withhold from compensation otherwise to be paid the amount of five hundred dollars (**\$500.00**) per day that the work is not completed after the completion date defined above as liquidated damages reasonably determined to be incurred by the Owner as a result of such delay.
8. The names of all persons interested in the foregoing bid as principals are:

IMPORTANT NOTICE: If bidder or other interested persons is a corporation, give legal name of corporation, state in where incorporated, and names of president and secretary; if a partnership, give names of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licensed in accordance with an act for the registration of contractors, and with N.C. license number

\_\_\_\_\_.

Sales and use tax registration number \_\_\_\_\_.

**CITY OF GREENVILLE  
PUBLIC WORKS SITE LIGHTING - PHASE 2**

**Iran Divestment Act -**

Vendor/Bidder 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
- iii. It will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

**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.

SIGN HERE:

\_\_\_\_\_  
Signature of Bidder

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business address: \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_

Telephone number: \_\_\_\_\_ Date of proposal: \_\_\_\_\_

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