



INFORMAL BID REQUEST

#22-23-51

BUILDING PAD

The City of Greenville, NC (Owner), is in need of a contractor to install a 40'x70' building pad for a 30' by 50' building and associated concrete apron at 1500 Beatty Street in Greenville, NC.

All work and materials shall be in accordance with the provisions of this Bid Request, Attachment A (Bid Form), Attachment B (General Terms and Conditions), all addenda, and the attached site plan.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

SCOPE OF WORK

The Contractor shall furnish all materials and construct a building pad for a 30' x 50' building and associated concrete apron in accordance with, and in conformance with the specifications contained herein and the North Carolina State Building Code. The building pad dimensions shall be **40'x70'** to accommodate the building, concrete apron, and sidewalk. The building, concrete apron, and sidewalk will be constructed under a separate contract.

The Contractor shall furnish all materials, services, labor, and equipment necessary for the complete installation. Sufficient personnel experienced in the construction of building pads shall be provided to assure work is done properly.

Major items of work include but are not limited to the following:

- Stripping 6" of existing topsoil within pad.
- Installation, compaction, and testing of select backfill to specified elevations for building pad.

No permits are necessary for construction of building pad. Contractor shall be responsible for calling NC 811 for utility locate services a minimum of 72 hours prior to beginning construction. Contractor shall be responsible for disposal of all debris and waste material generated by construction.

Contractor shall also be responsible for proofrolling subgrade prior to placing backfill material. Failing sections of subgrade shall be undercut and backfilled with the same material used for the building pad unless otherwise directed by the Owner.

SPECIFICATIONS

- **Strip existing topsoil:** Existing topsoil within pad limits shall be stripped to a depth of 6" below existing grade. Approximately 25 CY of topsoil shall be stockpiled on site for future placement (by others) around building perimeter. Offsite disposal of remainder by Contractor.
- **Proofroll:** Subgrade of building pad shall be proofrolled with loaded dump truck. Failing areas shall be undercut as directed by Owner. Proofrolling is not a separate pay item and shall be included in the contractor's bid for the overall project.
- **Building pad:** Backfill for building pad shall be select backfill and shall not contain any organic or deleterious materials such as wood, grass, roots, broken concrete, asphalt chunks, trash or debris of any kind that may cause unequal settlement or improper consolidation. Backfill shall be compacted to a minimum of 100% of the maximum density as determined by ASTM D698 - Standard Proctor. Finished floor elevation has been staked at building corners for inspection by prospective bidders prior to placing bid.
- **Undercut:** Undercut as directed by the Owner shall be paid by the cubic yard. Depth as determined by the Owner. Excavated material from undercut shall be disposed of offsite by Contractor.
- **Additional backfill:** Additional backfill shall only include backfill for undercut areas as directed by Owner. Additional backfill shall be paid by the cubic yard. Additional backfill shall meet material specification of building pad backfill.
- **Swale:** Contractor shall install swale as shown on site plan. Minimum 4:1 side slope.
- **Testing allowance:** Allowance for third party testing of building pad to include subgrade proofroll and density testing. Contractor shall be reimbursed for cost of testing by third party agreed upon by Owner and Contractor. Contractor shall submit invoices for reimbursement.

COMPENSATION

Payment for work completed will be made upon final completion and acceptance by the Owner.

PROJECT SCHEDULE

The City expects to award the contract for this project in July of 2023.

CONTRACT TERM

The contract term will be 30 days with no extension.

CONTRACT PAYMENT: Per Bid Form.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date.

The Contractor's operations are restricted to the hours of 8:00 am to 5:00 pm. No work may be performed on weekends or legal City holidays.

PROPOSAL SUBMITTAL REQUIREMENTS:

All informal bids (G.S. 143-131) for this project shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by the City of Greenville with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written numerically.
3. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written numerically in the "Amount Bid" column of the sheet.

4. The total amount bid shall be written numerically in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
6. The bid shall be properly executed per ATTACHMENT A. All bids shall show the following information:
 - a. Name of individual or representative submitting bid and position or title.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

QUESTIONS:

Questions must be asked in writing via email addressed to Travis Welborn at twelborn@greenvillenc.gov with the ITB# 22-23-51 mentioned in the subject line of the email. All questions must be submitted by Wednesday, July 12, 2023 by 12:00 noon, and answers will be provided via an addendum posted on the City's website by 5:00 pm on Friday, July 14. **PROSPECTIVE BIDDERS SHALL CHECK CITY WEBSITE PRIOR TO PLACING BID FOR ANY ADDENDA.**

PROPOSAL SUBMISSION AND DEADLINE:

Bid shall be submitted in PDF format electronically to twelborn@greenvillenc.gov by **5:00 pm on Wednesday, July 19, 2023.**

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

RIGHT TO REJECT:

The City reserves the right to reject any or all proposals. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit proposals. For example, all deadlines are for the

administrative convenience or needs of the City and may be waived by the City in its discretion.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsive, responsible Bidder based on the bid. The lowest responsive, responsible will be notified that his bid has been accepted and that he has been awarded the contract. The City of Greenville reserves the right to reject any and/or all bids.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City 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 purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) 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 qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

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.

TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any

contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ATTACHMENT A
City of Greenville
BID FORM

Description: Installation of 40'x70' building pad.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	Strip existing topsoil (6")	1	LS		
2	40'x70' Building Pad	1	LS		
3	Undercut	200	CY		
4	Additional Backfill (for Undercut)	200	CY		
5	Swale	105	LF		
6	Testing Allowance	1	LS	\$1,000	\$1,000

TOTAL BID FOR PROJECT: _____

SIGNATURE OF VENDOR

FULL NAME OF VENDOR
 (e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

BY: _____
 SIGNATURE

 TITLE

 DATE

ADDENDA ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of the addenda listed below and has taken the information contained therein into full consideration in the formulation of bid proposal. Failure to acknowledge receipt of each addendum may be cause for rejection of the proposal.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract or purchase order issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **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, disability, income-level, or LEP 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 as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
2. **SOLICITATIONS FOR SUBCONTRACTS, 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 Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City

shall not be obligated to make payment to the Contractor for any services performed under this contract that are not in compliance with the contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
7. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount

not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

8. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.

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

10. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. 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.

11. **ADVERTISING:** The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. **FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts,

job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. **CONFLICT OF INTERESTS:**

- a. 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. 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. 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 Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. 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. Contractor shall make any such disclosure to the City in writing and immediately upon the 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, 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 Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.