

REQUEST FOR PROPOSALS

To Abandon Existing Water & Sewer Services For Vacant Lots known as 605 Sheppard Street, 204 Cadillac Street, 1200, 1202, and 1204 Davenport Street, and 803, 709 Vanderbilt Lane

The City of Greenville is requesting proposals from qualified, professional Contractors to abandon existing water and sewer services at 605 Sheppard Street, 204 Cadillac Street, 1200, 1202 and 1204 Davenport Street, and 803 and 709 Vanderbilt Lane.

SCOPE OF WORK

The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: Notice to Bidders; General Conditions; Supplementary General Conditions; specifications; Proposal and Contract; Insurance Certificates (worker's compensation, public liability, property damage and builder's risk).

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Mr. Niki Jones, Housing Administrator
City of Greenville
Community Development Department
201 West Fifth Street
Greenville, NC 27858

All sealed proposals are due by **3:00 PM**, on **Monday, February 23, 2015**. Proposals will be opened at 3:15 PM on February 23, 2015.

Complete plans and specifications and contract documents can be obtained in the offices of City of Greenville Community Development Department Housing Division located at 201 West Fifth Street in the Municipal Building.

This is a federally funded project; therefore, Davis-Bacon prevailing wages for Residential Construction and Section 3 apply. The prevailing Residential Wages Decision for Pitt County, North Carolina as defined by the U.S. Department of Labor General Decision NC150007 1/02/15. These are the minimum wages plus benefits that must be paid to all employees, contractors and subcontractors working on this project.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 relating to licensing of contractors will be observed in receiving and awarding contracts.

A bid bond, performance bond, and payment bond are not required when the total amount of the construction contracts does not exceed \$300,000.

No bid may be withdrawn after the opening of bids for a period of 60 days. The City reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope –

Bid Proposal: Attn: Niki Jones, Housing Administrator
Abandonment of Existing Water and Sewer Services
City of Greenville vacant lots known as 605 Sheppard Street
204 Cadillac Street, 1200, 1202 and 1204 Davenport Street,
803 and 709 Vanderbilt Lane
Monday, February 23, 2015 at 3:00 pm
Contractor Name
License Number
Telephone number(s)

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and is satisfied relative to the Work to be performed. For the purpose of these contract documents, the Contractor shall be the legal entity submitting this bid, the City shall be the City of Greenville, a municipal corporation.

MATERIALS, EQUIPMENT AND EMPLOYEES

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order by the City.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any employees of the various crafts be adjudged a nuisance to the City or if any employee be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The Contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the

Contractor observes that the drawings and specifications are at variance therewith, they shall promptly notify the City in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the City, they shall bear all cost arising there from.

All work under this contract shall conform to the Greenville Utilities Commission's Manual for the Design and Construction of Water and Wasterwater System Extensions, the City of Greenville's Manual of Standard Designs and Details, the current North Carolina Building Code and other state and national codes as are applicable.

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the City. They shall be responsible for any damages to the property or that of others on the job, by the contractor, his personnel or his subcontractors, and shall make good such damages. They shall be responsible for and pay for any claims against the City arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. They shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. They shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

Federal Excise and Transportation Taxes do not apply to materials entering into City projects.

North Carolina Sales Taxes and Use Tax do apply to materials entering into City projects, and such costs shall be included in the bid proposal and contract sum.

ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX

Contractors shall provide the City a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project. The Contractor should also be notified that the certified statement may be subject to audit.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the City.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

EQUAL OPPORTUNITY

The City has adopted an Equal Opportunity Clause which is incorporated into these specifications, purchase order and contract by reference. Contractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC.

By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer. Federal Law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting its policy of nondiscrimination regarding the handicapped.

AFFIRMATIVE ACTION & MINORITY AND WOMEN BUSINESS ENTERPRISE PLAN

The City has adopted an Affirmative Action & Minority and Women Business Enterprise Plan (MWBE) program. Contractors submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment, and to utilize MWBE suppliers of material and labor when available.

NONDISCRIMINATION POLICY

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.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Worker's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$1,000,000.

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

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the City of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City and shall provide a Certificate of Insurance showing the City of Greenville named as an additional insured for all coverage.

DAVIS-BACON

Davis-Bacon Residential prevailing wages will apply to this project.

SECTION 3 CLAUSE. ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii)

preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

INVOICES FOR PAYMENT

Not later than the fifth day of the month, the Contractor shall submit to the City a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the City, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:

1. Total of contract including change orders.
2. Value of work completed to date.
3. Less five percent (5%) retainage.
4. Less previous payments.
5. Current amount due.

Mr. Niki Jones, MPA
City of Greenville Housing Administrator
Community Development Department
201 West Fifth Street
Greenville, NC 27858

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for its intended use.

GUARANTEE

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.

Additionally, the City may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the City at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the City and shall fully complete all work hereunder within sixty (60) consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the City the amount of One Hundred Dollars (\$100.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the City should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the City; by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by City, then the contract time may be reasonably extended in a written order from the City upon written request from the contractor within ten (10) days following the cause for delay.

UTILITIES

Contractor is responsible for power and/or water for construction. Use of existing toilets and building facilities is prohibited. Contractor parking shall be limited to the general project area.

USE OF SITE

Contractor shall provide a one week notice prior to beginning work. Work hours shall be between 8 am and 5 pm, Monday through Friday, unless otherwise approved by the City.

_Bulldozer.....	\$ 7.25
_Distributor.....	\$ 7.25
_Dragline.....	\$ 7.25
_Forklift.....	\$ 7.25
_Loader.....	\$ 7.25
_Motor grader.....	\$ 7.25
_Roller.....	\$ 7.25
Roofer.....	\$ 7.25
Sheet metal worker.....	\$ 7.25
Soft floor layer.....	\$ 7.41
Tile setter.....	\$ 7.25
Truck driver.....	\$ 7.25
Drywall hanger.....	\$ 7.25
Drywall Finisher/Taper.....	\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



204 CADILLAC STREET
 RED "X" ARE LINES TO BE ABANDONED

REQUEST FOR PROPOSALS

**To Abandon Existing Water & Sewer Services
For Vacant Lots known as 605 Sheppard Street, 204 Cadillac Street,
1200, 1202, and 1204 Davenport Street, and 803 and 711 Vanderbilt Lane**

Perform all of the work in the manner and form as provided by the following plans, specifications, and documents.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Greenville for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Greenville for the sum of:

UNIT PRICES: Unit prices quoted and accepted shall apply throughout the life of the contract. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1.	___ EA	Abandon existing water service cap off line at the main line in the street	_____	_____
2.	___ EA	Abandon existing sewer service Cap off line at main line in the street	_____	_____
Total Project Cost				_____

Respectively submitted this _____ day of _____ 2015

Contractor: _____

Federal ID#: _____

By: _____

Witness: _____
(Proprietorship or Partnership)

Typed: _____

Attest: _____
(Corporation)
President)

Title: _____
(Owner, partner, corp. Pres. Or Vice

Address: _____

Email Address: _____

(Corporate Seal)

License #: _____

ACCEPTED BY:

CITY OF GREENVILLE

BY _____

NAME _____

TITLE _____

(CORPORATE SEAL)

Attest _____

TITLE _____

Address for giving notices

Mr. Niki Jones
Housing Administrator
PO Box 7207
Greenville, NC 27835-7207

APPROVED AS TO FORM

David A. Holec, City Attorney

Date

PRE AUDIT CERTIFICATION

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

Bernita Demery, Director of Financial Services

Date

Account Number # 040-4640-452-23.04
Project Code CDBG14