



**ROCKY MOUNT**  
COMMUNITY AND BUSINESS  
DEVELOPMENT  
THE CENTER OF IT ALL

**Request for Proposal #: 320-291121AH**

**Housing Repair & Urgent Repair (5) Properties**

**Date of Issue: 12/03/2021**

**Proposal Due Date: 11/23/2021**

**At 04:00 P.M. ET**

**Direct all inquiries concerning this RFP to:**

Aaron S. Harris

MWBE Coordinator

Email: [Aaron.Harris@rockymountnc.gov](mailto:Aaron.Harris@rockymountnc.gov)

Phone: 252-972-1228

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**CITY OF ROCKY MOUNT  
STANDARD FORM OF INFORMAL CONTRACT  
AND GENERAL CONDITIONS**

FOR

**Project ID# - 320-291121AH**

**I. PROGRAM INFORMATION**

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**Urgent Repair Program:**

The City of Rocky Mount is offering a forgivable loan up to \$12,500 in funding to assist with the rehabilitation of deteriorated homes that are owned and occupied by very low-income households. The goals of the Urgent Repair Program are:

- To alleviate housing conditions which post an imminent threat to the life or safety of very low-income homeowners with special needs; and
- To provide accessibility modifications and other repairs necessary to prevent displacement of very low-income homeowners with special needs, such as the frail elderly and persons with disabilities

Eligible repairs include flooring system, system upgrades (i.e. plumbing, electrical, and HVAC), roof repair and/or replacement, lead, mold, or asbestos abatement, and accessibility features for entering and exiting the home. The Urgent Repair Program is funded by the North Carolina Housing Finance Agency and City of Rocky Mount General Fund.

**Housing Repair Program:**

Also, the City of Rocky Mount is offering a forgivable loan for up to \$12,500 for homeowners to have eligible repairs to their homes that are at least fifty (50) years old.

Eligible repairs include energy efficiency improvements (i.e. replacement windows and doors), system upgrades (i.e. plumbing, electrical, and HVAC), roof repair and/or replacement, water heater replacement, lead, mold, or asbestos abatement, and accessibility features for entering and exiting the home.

The Housing Repair Program is funded by Community Development Block Grant (CDBG) and the City of Rocky Mount General Fund.

**II. SCOPE OF WORK**

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- a. Contractors are to include all overhead and profit in the individual items.
- b. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
- c. Contractor certifies that he/she has reviewed and agrees to perform the scope of work described and has initialed and dated each page of the work write up.
- d. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment by the City. All reported deficiencies or issues must be resolved by the Contractor whether due to the work of subcontractors or not. The City will not contact subcontractors to resolve issues. Further, contractor shall furnish owner with all manufactures and supplier's written warranties covering items furnished under the contract prior to release of final payment. Roof replacement work requires a two-year warranty.
- e. Remove from site all construction materials, tools and debris. Sweeps clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
- f. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
- g. The primer and topcoats must be the same tint.
- h. Paint and Primer shall be the following or approved equal:

❖ Sherwin Williams "Super Paint", "Resilience", "Duration" or "Emerald".

All work is to comply with current North Carolina State Building Code, City of Rocky Mount Rehabilitation Standards for Single-Family Structures, performance manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable. All work will be done in quality and workmanlike manner. All material must be new, no re-used material.

When the Work Scope calls for an item to be removed and replaced, the contractor is to secure the owner's approval to dispose of the item rather than turning the item over to the owner.

### HOME LAYOUTS AND IMAGES

Images are available for each home per request. Email [Aaron.Harris@rockymountnc.gov](mailto:Aaron.Harris@rockymountnc.gov) for pictures of the exterior and interior of the home. A PDF of the home layout will be available in the bid folder at <https://rockymountnc.gov/bids>.

### HVAC SPECIAL INSTRUCTIONS

If a HVAC system is listed as a major repair for the property, the brand may be pre-determined by the homeowner. When preparing a response to the solicitation ensure that your proposal is adequate for cost of any of the approved brands below:

- a. Trane
- b. Carrier
- c. Rheem
- d. York

### III. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Issue RFP	City	Friday, December 3, 2021
Pre-bid/Site Visit	City	Thursday, December 9, 2021 @ 10:00 am
Submit Written Questions	Contractor	Monday, December 13, 2021
Provide Response to Questions/Addendum Deadline	City	Wednesday, December 15, 2021
Submit Proposals	Contractor	Friday, December 17, 2021
Contract Award	City	TBD
Estimated Completion Date	Contractor	TBD

### IV. MANDATORY SITE VISIT

**Instructions:** It shall be **MANDATORY** that each Contractor's representative be present for a pre-proposal site visit. Attendees must meet promptly at **331 S. Franklin St, Rocky Mount, NC 27804 at 10:00 am EST Tuesday, December 9, 2021.**

The purpose of this visit is for all prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Contractors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Contractor would recognize as affecting the work called for or implied by this proposal.

Contractors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

**V. QUESTIONS**

Written questions shall be e-mailed to Aaron.Harris@rockymountnc.gov by the date and time specified in the proposal schedule. Contractors will enter "RFP #320-291121AH – Questions" as the subject for the email.

Questions received prior to the submission deadline date, the MWBE Coordinator response, and any additional terms deemed necessary by the City of Rocky Mount will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and the City of Rocky Mount website and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

Inquiries submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

**VI. PROPOSAL SUBMITTAL**

Contractors interested in performing the services requested must submit the following information:

1. One (1) copy of their RFP response including name, address, and phone number of contact person. RFP responses shall be addressed to:

Attn: RFP #320-291121AH  
City of Rocky Mount  
Purchasing- Aaron Harris  
331 S. Franklin Street  
Rocky Mount, NC 27802

All RFP responses shall be received by the date and time noted in the schedule in section 3. RFP responses may be sent via US Mail, FedEx, UPS, or hand delivered. **Faxed RFP responses will not be accepted.**

**VII. REFERENCES**

Vendors shall provide at least three (3) different references for which your company has provided Services of similar size and scope to that proposed herein. The city of Rocky Mount may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the quote. If city of Rocky Mount references are provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Optional: City of Rocky Mount			

**PROPERTY A: 505 Quail Ct, Rocky Mount, NC 27804****Brief Description & Concerns: Urgent Repair**

The interior has two bedrooms, kitchen, living room and 1 bathroom. The total square footage is approximately 1,400 sf. The main concern is the bathroom.

**Major renovations include:**

- Bathroom Floor
- Shower
- Electrical
- Paint

**REPAIRS:**

Location: 1 – Bathroom

**4110 FLOOR ASSEMBLY--BATH**

Remove all fixtures not built-in. Remove floor covering and underlayment. Repair/ replace subfloor and joists to restore floor to sound and level condition. Install 5/16" underlayment and vinyl sheet goods w/ owner's choice of shoe molding or vinyl base. Reinstall fixtures. Check for leaks. Correct all damage to walls, and fixtures caused by removing/reinstalling.

**5560 PREP & PAINT BATHROOMS**

Remove/cover all hardware and fixtures not to be painted. Wet scrape all loose, cracked, peeling, blistered surfaces. Clean surfaces with non-phosphate detergent. Fill all holes and cracks. Spot prime with acrylic latex. Apply topcoat of owner's choice of premixed acrylic latex semi-gloss.

**6900 VANITIES--24" COMPLETE**

Install a 24" plywood vanity: including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome seclusion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

**6960 SHOWERS-5' FIBERGLASS-COMPLETE-W/ GRAB BARS**

Install a shower stall recommended for handicapped use. Floor shall be non-slip with a maximum 1/2" lip at entrance. Include hinged seat 19" off floor and a 1-1/2" outside diameter chrome grab bar on opposite wall. A single lever control valve shall feed a fixed shower head and a handheld shower with 5' of stainless-steel wrapped hose, through a single lever diversion valve. Sterling Accord®, fiberglass shower unit 60" x 30" x 72" Product #: 71240125 (right hand drain) or 71240115 (left hand drain) (www.sterlingplumbing.com).

Include ADA compliant grab bars: lever operated pop-up drain and overflow. PVC waste; single lever shower diverter; shower rod; Delta Monitor Model 1343 tub/shower faucet (www.deltafaucet.com) and a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access.

Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per Sterling installation instructions set basin area in 1" to 2" bed of mortar.

**7012 COMMODES--REPLACE--1.28 GPF**

Install a maximum 1.28 GPF white Water Sense® Certified, vitreous China commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (Grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results:

<http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

**7590 RECEPTACLES--GFCI BATH**

Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper romex. Fish wire and repair all tear out. GCI shall be tamper-resistant and conform with UL 943 standard including the required self-test (auto-monitoring) function.

**7818 FIXTURES--LIGHT, VENT**

Install a single bulb light fixture with an exterior ducted vent fan with damper capable of 60 cfm, controlled by 2 manufacturer-supplied switches, using #14 copper Romex. Fish all wire and repair tear out.

**PROPERTY B: 1816 Old Wilson Rd, Rocky Mount N.C 27801****Brief Description & Concerns: URGENT REPAIR**

The interior has three bedrooms, kitchen, living room and 1 bathroom. The total square footage is approximately 1,200 sf. The main concern is the HVAC.

**Major renovations include:**

- HVAC

**Repairs:****Location: 1 – Exterior****6059 PACKAGE UNIT--REPLACE--AC WITH NATURAL GAS HEAT--WITH DUCTWORK**

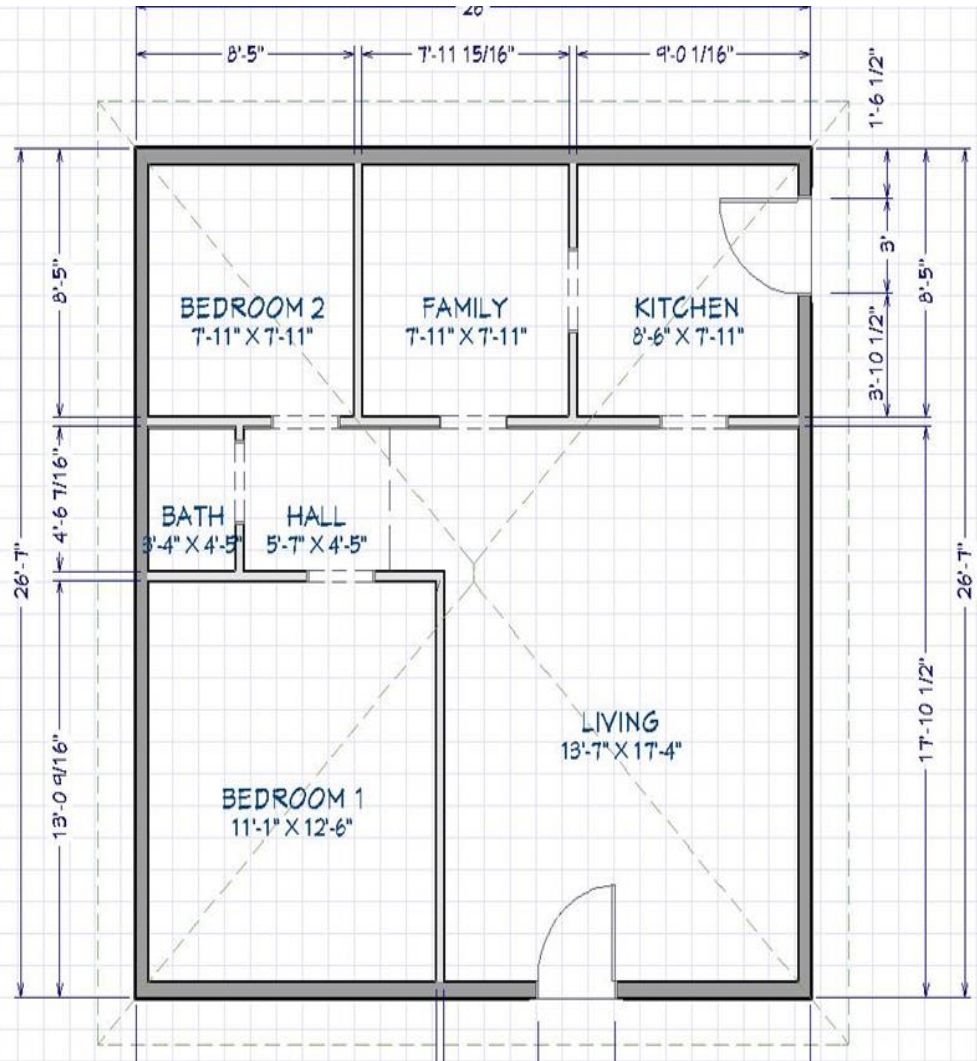
Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load Calculation tool <http://www.acca.org/tech/manualj/> (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection and manual D for duct sizing. Provide All Manual J and S reports to the Rehabilitation specialist prior to installation.

Install a new GAS heating/ electric cooling system. The system shall be at least 15 S.E.E.R. Install a new interior thermostat. Equipment shall be Trane, Carrier, Rheem, York, **(Goodman is not allowed)** or pre- approved other. Finish all areas to match that are disturbed by this operation.

**DUCT WORK:** Install R-8.0 (silver faced) flex duct, without rips in the inner or outer lining. Include installing a metal saddle under all hangers to keep the ducts from having restrictive air flow. All joints, connections, seams and holes in the duct system, air handler and the main supply and return connections should be sealed with duct mastic caulking and fiberglass mesh tape where applicable.

**INCLUDE REPLACING/ INSTALLING ALL RETURN AND SUPPLY GRILLS.**

The unit shall be balanced to a temperature of 68 degrees 3' off the floor and the temperature should not vary more than 4 degrees in any room. There shall be a duck leakage test completed with final inspection. Remove and dispose of all existing heating equipment and seal all vent openings. This shall also include any electrical upgrade for the unit to operate properly.



**PROPERTY C: 208 Stratford Rd, Rocky Mount N.C 27804****Brief Description & Concerns: URGENT REPAIR**

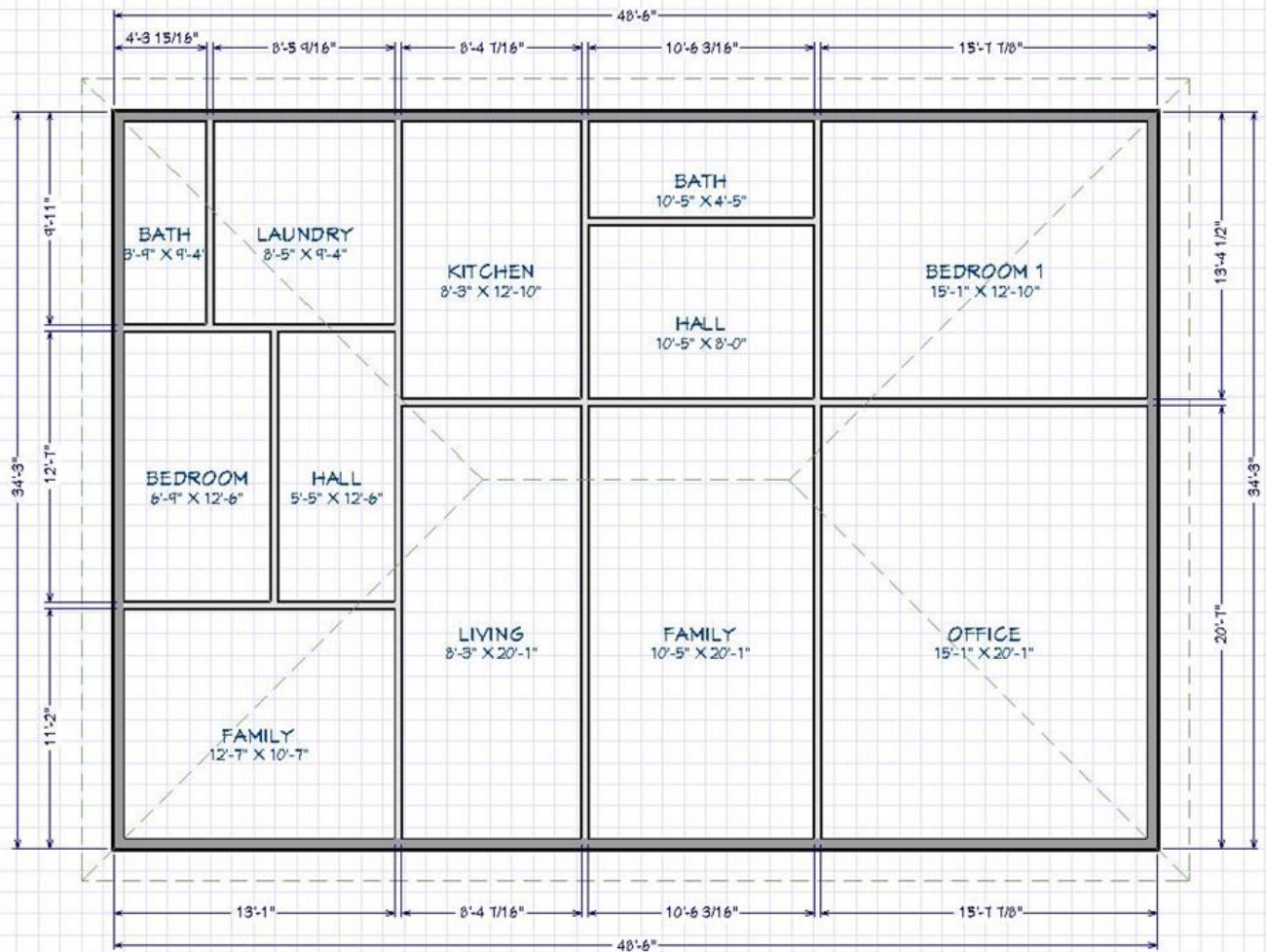
This is a single-story house. The interior has four bedrooms, kitchen, living room and 3 bathrooms. The total square footage is approximately 1,800 sf. The main concerns are the roof.

**Major renovations include:**

- Roof

**Location: 1 – Exterior****4580 TEARS OFF AND REROOF SHINGLES**

Remove and dispose of all roofing materials. Cut a 1" wide vent at ridge board. Replace up to 320 sf of sheathing using pine board or CDX plywood of matching thickness. Staple 15 lb. felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 220 lb. fiberglass asphalt, 3-tab shingle with a 25 yr. warranty. Replace all flashing. Install shingle-over ridge vent.



**PROPERTY D: 326 Olive St, Rocky Mount N.C 27804****Brief Description & Concerns: URGENT REPAIR**

The interior has four bedrooms, kitchen, living room and 2 bathrooms. The total square footage is approximately 1,900 sf. The main concern is the HVAC

**Major renovations include:**

- Bathroom Floor
- Shower
- Electrical
- Paint

**Location: 1 – Bathroom****4110 FLOOR ASSEMBLY--BATH**

Remove all fixtures not built-in. Remove floor covering and underlayment. Repair/ replace subfloor and joists to restore floor to sound and level condition. Install 5/16" underlayment and vinyl sheet goods w/ owner's choice of shoe molding or vinyl base. Reinstall fixtures. Check for leaks. Correct all damage to walls, and fixtures caused by removing/reinstalling.

**5560 PREP & PAINT BATHROOMS**

Remove/cover all hardware and fixtures not to be painted. Wet scrape all loose, cracked, peeling, blistered surfaces. Clean surfaces with non-phosphate detergent. Fill all holes and cracks. Spot prime with acrylic latex. Apply topcoat of owner's choice of premixed acrylic latex semi-gloss.

**6900 VANITIES--24" COMPLETE**

Install a 24" plywood vanity: including top with backsplash, wash bowl and single lever brass bodied chrome faucet with a maximum 1.5 GPM flow rate. Include PVC drain attached to a code legal plumbing vent, use type L copper or PEX supply piping with brass bodied stops on all supply lines. Seal all penetration through the floor,

walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome seclusion plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

**6960 SHOWERS-5' FIBERGLASS-COMPLETE-W/ GRAB BARS**

Install a shower stall recommended for handicapped use. Floor shall be non-slip with a maximum 1/2" lip at entrance. Include hinged seat 19" off floor and a 1-1/2" outside diameter chrome grab bar on opposite wall. A single lever control valve shall feed a fixed shower head and a handheld shower with 5' of stainless-steel wrapped hose, through a single lever diversion valve. Sterling Accord®, fiberglass shower unit 60" x 30" x 72" Product #: 71240125 (right hand drain) or 71240115 (left hand drain) ([www.sterlingplumbing.com](http://www.sterlingplumbing.com)).

Include ADA compliant grab bars: lever operated pop-up drain and overflow. PVC waste; single lever shower diverter; shower rod; Delta Monitor Model 1343 tub/shower faucet ([www.deltafaucet.com](http://www.deltafaucet.com)) and a shower head with a maximum 2.0 GPM flow rate. Install faucet controls toward the outside of the tub for easier access.

Exterior wall sections behind the tub shower unit and any plumbing penetrations must be completely air-sealed prior to installation. Per Sterling installation instructions set basin area in 1" to 2" bed of mortar.

**7012 COMMODES--REPLACE--1.28 GPF**

Install a maximum 1.28 GPF white Water Sense® Certified, vitreous China commode tested through the latest edition of the "Maximum Performance" (MaP) testing project that has shown to score 800 or better on the MaP Flush Performance test (Grams of solid waste removed in a single flush), such as the American Standard FloWise Compact Cadet 3 EL 2568.128. See the following link for the MaP Test Results:

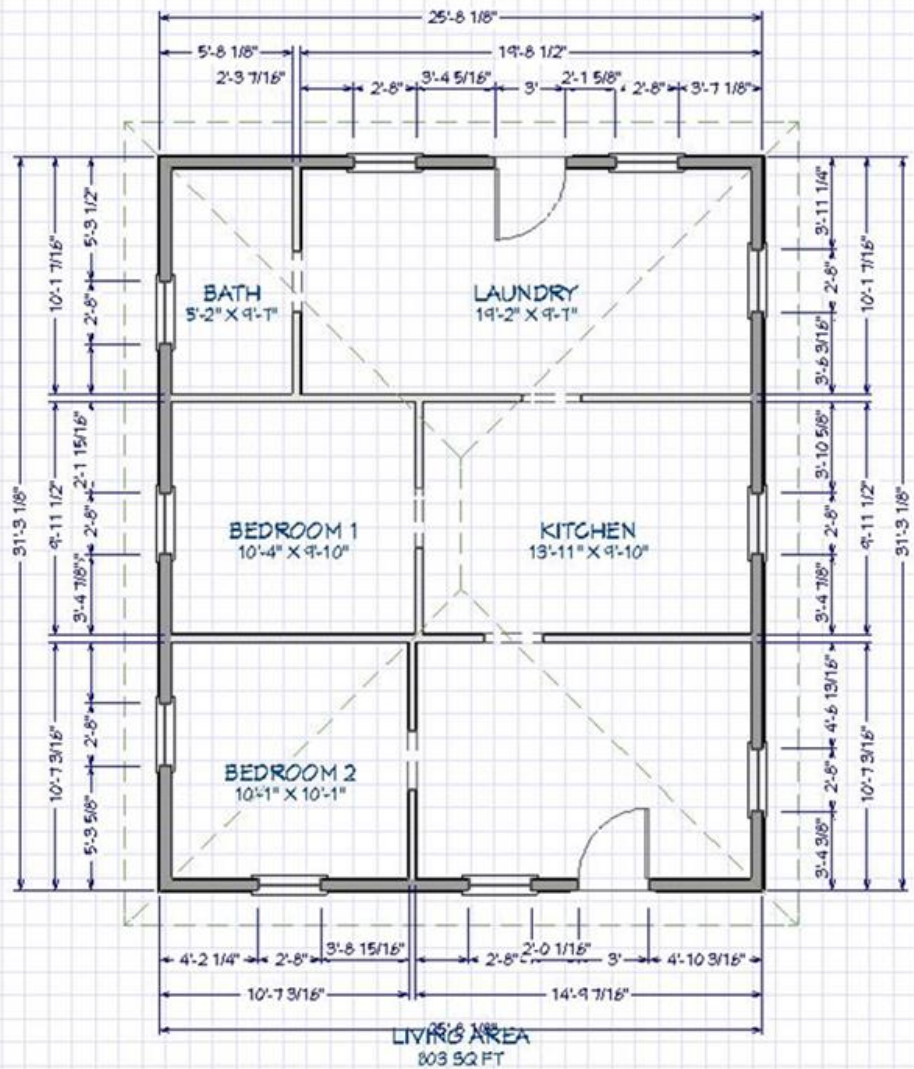
<http://www.cuwcc.org/WorkArea/showcontent.aspx?id=14058> Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve, and wax seal.

**7590 RECEPTACLES--GFCI BATH**

Install a flush mounted, ground fault circuit interrupted ivory duplex receptacle with ivory cover plate adjacent to lavatory using copper romex. Fish wire and repair all tear out. GCI shall be tamper-resistant and conform with UL 943 standard including the required self-test (auto-monitoring) function.

**7818 FIXTURES--LIGHT, VENT**

Install a single bulb light fixture with an exterior ducted vent fan with damper capable of 60 cfm, controlled by 2 manufacturer-supplied switches, using #14 copper Romex. Fish all wire and repair tear out.



**PROPERTY E: 3524 Village Rd, Rocky Mount N.C 27801****Brief Description & Concerns: URGENT REPAIR**

The interior has three bedrooms, kitchen, living room and 1 bathroom. The total square footage is approximately 1,700 sf. The main concern is the HVAC.

**Major renovations include:**

- HVAC

**Location: 1 – Exterior****6059 PACKAGE UNIT--REPLACE--AC WITH NATURAL GAS HEAT--WITH DUCTWORK**

Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load Calculation tool <http://www.acca.org/tech/manualj/> (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection and manual D for duct sizing. Provide All Manual J and S reports to the Rehabilitation specialist prior to installation.

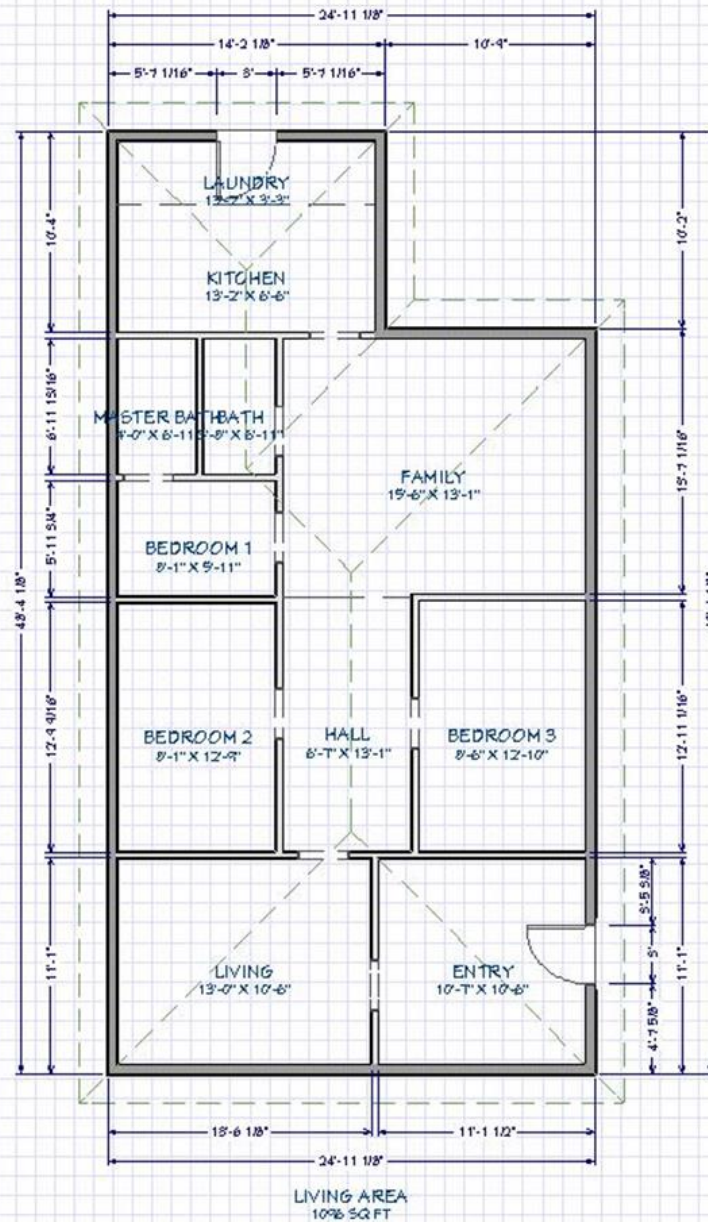
Install a new GAS heating/ electric cooling system. The system shall be at least 15 S.E.E.R. Install a new interior thermostat. Equipment shall be Trane, Carrier, Rheem, York, **(Goodman is not allowed)** or pre- approved other. Finish all areas to match that are disturbed by this operation.

**DUCT WORK:** Install R-8.0 (silver faced) flex duct, without rips in the inner or outer lining. Include installing a metal saddle under all hangers to keep the ducts from having restrictive air flow. All joints, connections, seams and holes in the duct system, air handler and the main supply and return connections should be sealed with duct mastic caulking and fiberglass mesh tape where applicable.

**INCLUDE REPLACING/ INSTALLING ALL RETURN AND SUPPLY GRILLS.**

The unit shall be balanced to a temperature of 68 degrees 3' off the floor and the temperature should not vary more than 4 degrees in any room. There shall be a duck leakage test completed with final

inspection. Remove and dispose of all existing heating equipment and seal all vent openings. This shall also include any electrical upgrade for the unit to operate properly.



**ATTACHMENT A: PRICING FORM**

For

**Housing Repair (5) Properties**

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount 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 in accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

**PROPERTY A: 505 Quail Ct, Rocky Mount, NC 27804**

Item #	DESCRIPTION	UNIT PRICE
4110	FLOOR ASSEMBLY – BATH	
5560	PREP & PAINT BATHROOM	
6900	VANITY – 24” COMPLETE	
6960	BATHTUB/SHOWER-5’ FIBERGLASS COMPLETE WITH GRAB BARS	
7012	COMMODE REPLACE 1.28 GPF	
7590	RECEPTACLE--GFCI BATH	
7819	FIXTURE--LIGHT, VENT	
Property Total		

**PROPERTY A CONTRACTOR PROPOSED CONSTRUCTION SCHEDULE.** Project start date will be \_\_\_\_\_, 2021 with a completion date of \_\_\_\_\_, 2021

**PROPERTY B: 1816 Old Wilson Rd, Rocky Mount, NC 27801**

Item #	DESCRIPTION	UNIT PRICE
6059	PACKAGE-UNIT--REPLACE--AC WITH NATURAL GAS HEAT--WITH DUCTWORK	

Property Total	
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**PROPERTY B CONTRACTOR PROPOSED CONSTRUCTION SCHEDULE.** Project start date will be \_\_\_\_\_, 2021 with a completion date of \_\_\_\_\_, 2021

**PROPERTY C: 208 Stratford Rd, Rocky Mount, NC 27804**

Item #	DESCRIPTION	UNIT PRICE
4580	TEAR OFF AND REROOF SHINGLES	
Property Total		

**PROPERTY C CONTRACTOR PROPOSED CONSTRUCTION SCHEDULE.** Project start date will be \_\_\_\_\_, 2021 with a completion date of \_\_\_\_\_, 2021

**PROPERTY D: 326 Oliver St, Rocky Mount, NC 27804**

Item #	DESCRIPTION	UNIT PRICE
4110	FLOOR ASSEMBLY – BATH	
5560	PREP & PAINT BATHROOM	
6900	VANITY – 24" COMPLETE	
6960	BATHTUB/SHOWER-5' FIBERGLASS COMPLETE WITH GRAB BARS	
7012	COMMODE REPLACE 1.28 GPF	
7590	RECEPTACLE--GFCI BATH	
7819	FIXTURE--LIGHT, VENT	
Property Total		

**PROPERTY D CONTRACTOR PROPOSED CONSTRUCTION SCHEDULE.** Project start date will be \_\_\_\_\_, 2021 with a completion date of \_\_\_\_\_, 2021

**PROPERTY E: 3524 Village Rd, Rocky Mount N.C 27801**

Item #	DESCRIPTION	UNIT PRICE
6059	PACKAGE-UNIT--REPLACE--AC WITH NATURAL GAS HEAT--WITH DUCTWORK	
Property Total		

**PROPERTY E CONTRACTOR PROPOSED CONSTRUCTION SCHEDULE.** Project start date will be \_\_\_\_\_, 2021 with a completion date of \_\_\_\_\_, 2021

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**ATTACHMENT B: GENERAL CONDITIONS**

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**1. GENERAL**

It is understood and agreed that by submitting a proposal that the Contractor has examined these contract documents, drawings and/or specifications and has visited the site of the Work and has familiarized himself relative to the Work to be performed.

**2. DEFINITIONS**

**Owner:** "Owner" shall mean, The City of Rocky Mount

**Contractor:** "Contractor" shall mean the entity that will provide the services for the Owner.

**Housing Rehabilitation Specialist:** The **Housing Rehabilitation Specialist(s)** are those referred to within this contract, or their authorized representatives. The Housing Rehabilitation Specialist(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

**Contract Documents:** "Contract Documents" shall consist of the Standard Form of Informal Bidding; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

**INTENT AND EXECUTION OF DOCUMENTS**

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Housing Rehabilitation Specialist/ Owner, the Housing Rehabilitation Specialist/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

**4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS**

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Housing Rehabilitation Specialist/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

**5. SUBMITTAL DATA**

The Contractor awarded the contract shall submit all specified submittals to the Owner/Housing Rehabilitation Specialist. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Housing Rehabilitation Specialist/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

## **6. SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of proposals or by the date specified in the pre proposal conference, when submitted to the Housing Rehabilitation Specialist with sufficient data to confirm material, product, or equipment equality.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Housing Rehabilitation Specialist to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Housing Rehabilitation Specialist to those specified, all bidders of record will be notified by Addendum.

## **7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, Housing Rehabilitation Specialist or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the Housing Rehabilitation Specialist upon project completion and no later than 30 days after acceptance of the project.

## **8. MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his 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 therefrom, all in accordance with the contract documents.

- b. 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.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. 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 proposals the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the Housing Rehabilitation Specialist for approval or disapproval; the Housing Rehabilitation Specialist prior to the opening of proposals shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the Housing Rehabilitation Specialist and owner approves.
- e. The Housing Rehabilitation Specialist is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or Housing Rehabilitation Specialist, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the Housing Rehabilitation Specialist and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The Housing Rehabilitation Specialist is responsible for determining compliance with the drawings and specifications.

## 9. 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, he shall promptly notify the Housing Rehabilitation Specialist 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 Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

\*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project.

**10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY**

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or Housing Rehabilitation Specialist, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Housing Rehabilitation Specialist and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the Housing Rehabilitation Specialist to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He 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.
- f. 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 II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

**11. SUBCONTRACTS AND SUBCONTRACTORS**

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between

the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

## **12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the MWBE Coordinator, countersigned by the Housing Rehabilitation Specialist authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the MWBE Coordinator and Housing Rehabilitation Specialist, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined c.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following method:
  1. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;

5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/Housing Rehabilitation Specialist for review and approval. The contractor will provide such proposal and supporting data in suitable format. The Housing Rehabilitation Specialist shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the Housing Rehabilitation Specialist, the MWBE Coordinator shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the Housing Rehabilitation Specialist shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Housing Rehabilitation Specialist or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit. above and "net cost" and "cost" per paragraph d above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

#### **14. ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the owner shall have full power and authority, without violating the contract, to

take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor shall be liable and shall pay to the owner the amount of said excess.

#### **15. TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via email or certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

#### **16. OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by email or certified mail, return receipt requested, to the contractor from the Housing Rehabilitation Specialist, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the Housing Rehabilitation Specialist. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor shall be liable for and shall pay to the owner the amount of said excess.

#### **17. REQUESTS FOR PAYMENT**

Contractor shall refer to the Supplemental General Conditions for specific directions on invoicing, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

#### **18. PAYMENTS WITHHELD**

The Compliance Administrator may withhold payment for the following reasons:

- a. Faulty work not corrected or failed inspection.
- b. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- c. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - i. Claims filed against the contractor or evidence that a claim will be filed.
  - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released.

#### **19. MINIMUM INSURANCE REQUIREMENTS**

Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. All such insurance shall meet all laws of the City of Rocky Mount.

Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Insurance. Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount of \$500,000.00 for all employees participating in the provision of services under this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

## **20. ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

## **21. CLEANING UP AND RESTORATION OF SITE**

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 Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

## **22. 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 owner.

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 owner, within the manufacturer's warranty period.

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

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## **23. STANDARDS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source

shall be constructed and approved in a manner acceptable to the appropriate State or City inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

#### **24. EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

#### **25. MINORITY BUSINESS PARTICIPATION**

The Contractor has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Contractors even minority businesses to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

#### **26. MINORITY BUSINESS STATUTES**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses valued \$100,000.00 or more for each State funded building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority proposals and to attain the goal. The contractor shall include with his proposal a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix F MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. Forms can be found at [rockymountnc.gov/mwbe](http://rockymountnc.gov/mwbe)

#### **27. ACCESS TO PERSONS AND RECORDS**

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle

equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## **28. GOVERNING LAWS**

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

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**ATTACHMENT C: SUPPLEMENTARY GENERAL CONDITIONS**

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**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 Housing Rehabilitation Specialist/Owner and shall fully complete all work hereunder within [REDACTED] consecutive calendar days from the Notice to Proceed. The project over run, liquidated damages, shall be \$50.00 per day.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, 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 Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

**PAYMENTS**

Payment will be provided following the completion of each contracted property. Failure to complete work or inspection failure will result in withheld payment. Pre-payment or progress payments are not allowed by this funding source.

**UTILITIES**

Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.

**USE OF SITE**

May be restricted. Work hours may be limited. Parking permits may be required.

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**ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification:

\_\_\_\_\_

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**CONTRACTOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 and E-Verify Affidavit to the contact person listed on the coversheet.

[rockymountnc.gov/vendor](http://rockymountnc.gov/vendor)

**ATTACHMENT E: PROPOSED PRODUCTS FORM**

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No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

**CERTIFICATION BY PRIME CONTRACTOR:**

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.


Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Housing Rehabilitation Specialist

**ATTACHMENT F: CONTRACT CHANGE ORDER TEMPLATE**

	<b>CONTRACT CHANGE ORDER</b>	
	Project Name: _____	
	Bid No. _____	
	Contract No. _____ Change Order No. _____ Date: _____	

Contractor \_\_\_\_\_

You are hereby requested to make the following changes in this contract in compliance with the provisions of the attached and or original Contract Documents.

Item No.	Description of Changes	Additions	Deductions

	Additions	Deductions	Base
Original contract			
Cost of previous change orders			
Cost of this change order			
Total Contract Value			

The Contract Time will be extended by 0 calendar days

The Completion Date as of this Change Order is \_\_\_\_\_

Recommended for Acceptance By:

Housing Rehabilitation Specialist: \_\_\_\_\_ Date \_\_\_\_\_

Compliance Administrator: \_\_\_\_\_ Date \_\_\_\_\_

Contractor Acceptance By: \_\_\_\_\_ Date \_\_\_\_\_

Owner Acceptance By: City of Rocky Mount, North Carolina By:

Purchasing Manager \_\_\_\_\_ Date \_\_\_\_\_

Director of Finance \_\_\_\_\_ Date \_\_\_\_\_

CHANGE ORDER SCHEDULE						
<b>PROJECT:</b>				<b>Contract No.</b>		
<b>Project No.</b> _____				<b>Change Order No.</b>		<b>of</b>
				<b>Date:</b>		
				<b>Sheet</b>		
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	QTY. ADDED	QTY. DEDUCT	AMOUNT

**ATTACHMENT G: CONTRACTORS BID QUALIFICATION FORM**

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**Housing Rehabilitation Grant Program**

Name of Firm \_\_\_\_\_

Federal I.D. # \_\_\_\_\_ Duns # \_\_\_\_\_

Name of Principal \_\_\_\_\_

Mailing Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

A. Material Supplier (1) \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Plumbing Subcontractor \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

N.C. State License No: \_\_\_\_\_

Electrical Subcontractor \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

N.C. State License No: \_\_\_\_\_

Exterminator \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

N.C. State License No: \_\_\_\_\_

Other Subcontractor \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

N.C. State License No: \_\_\_\_\_

**ATTACHMENT H: IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION**

Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid

**Identification of HUB Certified/ Minority Business Participation**

I, \_\_\_\_\_,  
(Name of Bidder)  
do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_.

**ATTACHMENT I: IRAN DIVESTMENT ACT CERTIFICATION****IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.  
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

***Notes to persons signing this form:***

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- ☐ When a bid is submitted
- ☐ When a contract is entered into (if the certification was not already made when the vendor made its bid)
- ☐ When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**ATTACHMENT J: E- VERIFY**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hires employees pursuant to federal law in accordance with NCGS 64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCSG 64-25(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the  
day of \_\_\_\_\_, 2021

My Commission Expires: Notary Public

(Affix Official/Notarial Seal