



ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

Request for Proposal #320-100322CC-REBID

ALBEMARLE WAREHOUSE BREAKROOM RENOVATION

Date of Issue: 8/3/22

Proposal Due Date: 8/30/2022

at 4:00 P.M. ET

Direct all inquiries concerning this RFP to:

Ramona Plemmer

Sr. Purchasing Technician

Ramona.Plemmer@rockymountnc.gov

252-972-1226

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SCOPE OF WORK/ PROJECT DESCRIPTION *(by Appian Consulting Engineers, PA)*

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

FOR

Project ID# - 320-100322CC-REBID

1. SCOPE OF WORK

The scope of work shall consist of providing specific building modifications to the first floor warehouse breakroom located at 724 Albemarle Avenue, Rocky Mount, NC. Work shall include all labor, equipment and materials for the renovation of the existing breakroom and restroom, brick masonry and CMU wall repair, repair of existing horizontal pivot windows, PM&E, fire sprinkler modifications, emergency generator, etc., all in accordance with the plans and specifications and attached Scope of Work prepared by Appian Consulting Engineers, PA.

2. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Issue RFP Rebid	City	8/3/2022
Submit Written Questions Deadline	Contractor	8/17/2022 5:00 pm
Provide Response to Questions / Addendum Deadline	City	8/22/2022 5:00 pm
Submit Proposals (<i>private bid opening</i>)	Contractor	8/30/2022 4:00 pm
Contract Award	City	9/11/2022, tentative
Estimated Completion Date	Contractor	1/7/2023, tentative

3. QUESTIONS

Written questions shall be e-mailed to Ramona.plemmer@rockymountnc.gov by the date and time specified above. Contractors will enter "RFP #320-100322CC-REBID– Questions" as the subject for the email.

Questions received prior to the submission deadline date, the Purchasing Managers 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>, the HUB solicitation website, and the City of Rocky Mount website and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFQ, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFQ.

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.

4. PROPOSAL SUBMITTAL

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

- Two (2) copies** of their RFP response including name, address, and phone number of contact person. RFP responses shall be addressed to:

Attn: RFP #320-100322CC-REBID
City of Rocky Mount
Purchasing- Ramona Plemmer
331 S. Franklin Street
Rocky Mount, NC 27802

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

5. REFERENCES

Contractors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. 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 proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

ATTACHMENT A: PROPOSAL/ACCEPTANCE FORM

for

ALBEMARLE WAREHOUSE BREAKROOM RENOVATION
320-100322CC-REBID

The scope of work shall consist of providing specific building modifications to the first floor warehouse within the City’s Water and Sewer building located at 724 Albemarle Avenue, Rocky Mount, NC. Work shall include all labor, equipment and materials for the renovation of the existing breakroom and restroom, brick masonry and CMU wall repair, repair of existing horizontal pivot windows, PM&E, fire sprinkler modifications, emergency generator, etc., all in accordance with the plans and specifications and attached Scope of Work prepared by Appian Consulting Engineers, PA.

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:

Item No.	Description	Unit	Price
Base Bid			
1	Mobilization/demobilization, permits, furnishing all materials, labor, equipment, scaffolding, ladders, and work necessary to construct a finished product as proposed by these specifications and plans, including: renovation of the existing breakroom and restroom, brick masonry and CMU wall repair, repair of existing horizontal pivot windows, etc. See plan sheets APB-1 thru N-1.	LS	\$
2	Plumbing, mechanical and electrical modifications as noted on plans or otherwise needed to complete the work. See plan sheets P-1 thru E-6.	LS	\$
3	Adjustments to existing fire sprinkler system per NC Fire Code, etc.	LS	\$
4	Furnishing all materials, labor, equipment and work necessary to install the proposed 60kW Emergency Generator (natural gas) with 200 amp Transfer Switch as proposed by these specifications and plans. See plan sheets P-1 thru E-6.	LS	\$
GRAND TOTAL BASE BID			\$

Add Alternates:			
A1	Window Putty Alternate Bid 1: If window putty is found to be in a poor condition necessitating complete removal and replacement, provide bid alternate for complete window putty removal and replacement. Cost to cover complete removal, disposal and replacement with new putty.	LS	\$
A2	Window Putty Alternate Bid 2: If window putty is found to be asbestos containing material (ACM) <u>and</u> the City wants to remove the material, provide bid alternate to coordinate removal (abatement) with an asbestos remediation company. However, if City decides that encapsulating the window putty is an acceptable alternative, then encapsulating cost (painting) is considered part of base bid. See plan sheet N-1.	LS	\$

In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Respectively submitted this _____ day of _____ 20 _____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____
(Owner, partner, corp. Pres. or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation, Secretary. /Ass't Secretary.)

ATTACHMENT B: ACCEPTED by the City of Rocky Mount

For

ALBEMARLE WAREHOUSE BREAKROOM RENOVATION

320-100322CC-REBID

City of Rocky Mount

Total amount of accepted by the owner, included base proposal and proposal alternates: \$ _____

BY: _____ TITLE: Sr. Purchasing Technician
Ramona Plemmer

Date: _____

PRE-AUDIT

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Abdul Baloch Date
Finance Director

ATTACHMENT C: GENERAL CONDITIONS

1. GENERAL

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

- a. A bid bond will not be required.
- b. Contractor is required to provide proof of insurance meeting the City of Rocky Mount and Appian Consulting Engineers, PA, named as additional insured.
- c. Provide a sales tax affidavit to City at end of the job with final payment request.
- d. Contractor shall be responsible for meeting all safety requirements for the project.

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.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(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 Notice to Bidders; 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 Designer/ Owner, the Designer/ 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 Designer/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/Designer. 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 Designer/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 Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

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 Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer 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, designer 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 designer 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

proposalders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to proposalders 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 designer for approval or disapproval; the designer 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 designer and owner approves.

- e. The designer 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 designer, 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 designer 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 designer 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 Designer 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 designer, 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 designer 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 designer 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. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- 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 designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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 designer or owner, 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 under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, an Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. 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.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- 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.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- 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/designer for review and approval. The contractor will provide such proposal and supporting_data in suitable format. The designer 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 designer, the designer 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 designer 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 Designer 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 per paragraph d. above and "net cost" and "cost" per paragraph e. 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 surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, 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 and surety (if applicable). 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 and surety (if applicable) 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 and the surety (if applicable) 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 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.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

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 certified mail, return receipt requested, to the contractor from the designer, 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 designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, 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 payment schedule, 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.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within thirty (30) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. 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. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

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. Contractor also agrees to maintain \$1,000,000 in **professional liability insurance** if the Contractor is engaged in a professional service pursuant to 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. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the

Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

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 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

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

26. MINORITY BUSINESS RESOLUTION

The City Council Minority Business Resolution establishes a **five percent (5%) goal** for participation by minority business valued \$100,000.00 or more for each City building project funded by local funds.

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.

ATTACHMENT D: 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 Designer/Owner and shall fully complete all work hereunder within 120 consecutive calendar days from the Notice to Proceed. The project over run, liquidated damages, shall be \$200.00 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.

CONSTRUCTION SCHEDULE

Project start date will be _____, 2022, with a completion date of _____, 2023.

PAYMENTS

Payment will be provided following the approved application and certification for payment throughout the project.

UTILITIES

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

USE OF SITE

May be restricted. Warehouse hours of operation are from 7:30 a.m. to 4:00 p.m, Monday through Friday. Contractor will be limited to these work hours unless approved in advance by the City. Parking permits may be required.

ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION

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: _____

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 an E-Verify Affidavit to the contact person listed on the coversheet.

rockymountnc.gov/vendor

ATTACHMENT F: PROPOSED PRODUCTS FORM

****DO NOT SUBMIT WITH BID** **DO NOT SUBMIT WITH BID****

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: _____
Property & Risk Manager

****DO NOT SUBMIT WITH BID** **DO NOT SUBMIT WITH BID****

City of Rocky Mount AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

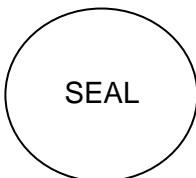
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Rocky Mount --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

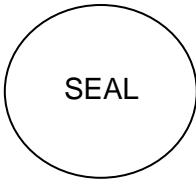
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

DO NOT USE AFFIDAVIT 'B' UNLESS YOU ARE ONLY PROVIDING LABOR AND NOT PURCHASING ANY MATERIALS OR SUPPLIES

City of Rocky Mount - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

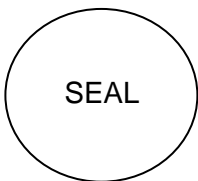
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Rocky Mount

AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*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.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

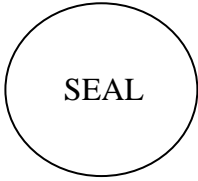
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



**CITY OF ROCKY MOUNT
MINORITY BUSINESS RESOLUTION/POLICY
RESOLUTION TO ESTABLISH A VERIFIABLE PERCENTAGE GOAL FOR PARTICIPATION
BY MINORITY BUSINESS IN THE AWARDING OF BUILDING CONSTRUCTION CONTRACTS
AWARDED PURSUANT TO
NCGS 143-128**

WHEREAS, the North Carolina General Assembly enacted Chapter 480 and Section 74.17 of Chapter 770 of the 1989 Session Laws, thereby rewriting North Carolina General Statute 143-128, and

WHEREAS, NCGS 143-128(c) requires each city, county or other public body to adopt, after notice and a public hearing, an appropriate verifiable percentage goal for participation by minority businesses (as defined in that statute) in the total value of work for building contracts the costs of which exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and which are awarded pursuant to NCGS 143-129, and

WHEREAS, NCGS 143-128 (c) (3) requires an authority awarding a building contract, the cost of which exceeds ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), under separate prime or separate specification contract system to adopt written guidelines specifying actions that will be taken by the awarding authority to ensure a good faith effort in the recruitment and selection of minority businesses for building contracts awarded under the separate prime or separate specification contract systems; and

WHEREAS, NCGS 143-128(c) (4) requires an authority awarding a building contract, the cost of which exceeds ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), under a single prime contract system to adopt written guidelines specifying the action that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for building contracts awarded under the single prime contract system; and requires that action taken by the prime contractor must be documented in writing by the contractor to the appropriate awarding authority; and

WHEREAS, NCGS 143-128(b) requires that a public body choosing to use a single-prime contract system must also seek bids for a building contract, the cost of which exceeds ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), under a separate prime or separate specification contract system and must award such building contract to the lowest responsible bidder or bidders for the total project; and

WHEREAS, NCGS 143 - 128(d) requires the state and its political subdivisions to award public building contracts, the costs of which exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), without regard to race, religion, color, creed, national origin, sex, age or handicapping condition; and

WHEREAS, notice of public hearing was duly published in the Rocky Mount Evening Telegram and the public hearing required by NCGS 143 - 128(c) was held June 4, 1990;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocky Mount:

1. That the City of Rocky Mount shall have a verifiable goal of 5 percent for participation by minority businesses in building construction contracts awarded pursuant to NCGS 143 - 128.
2. That the official, employee or agent responsible for advertising such contracts shall compile a list of minority businesses within the bidding area, using information obtained from the North Carolina Department of Economic and Community Development, Minority Business Development Agency or from other institutions or agencies providing such information.

This list shall be updated on an annual basis and shall be open for inspection and shall be available so that minority businesses will have the opportunity to add their names to the list. Copies of this resolution shall be transmitted to the businesses on the list as soon as practicable along with the name of the official, employee or agent who shall serve as the contact person for minority businesses and be responsible for answering project related questions posed by minority businesses.

3. That for each such building contract put out for bids under the separate specification or the single prime contract systems, notice of the contract shall be transmitted to minority businesses on the above list.

4. That for such building contract put out for bids under the separate specification or single prime contract systems, documents related to the contract shall be available for inspection at a convenient and accessible location of which minority businesses shall receive notice.
5. That for each such building contract put out for bids under the separate specification or single prime contract systems, the contact person designated pursuant to Paragraph 2 above shall hold a pre-bid conference to orient contractors and subcontractors to the policy expressed in this resolution as well as bid procedures and regulations. Minority businesses on the list obtained and maintained as provide herein shall be notified of and invited to these pre-bid conferences.
6. That for each such building contract put out for bids under the separate specification or single prime contract system, published notice of the contract shall include a summary of this resolution.
7. That for any such building contract put out for bids under the separate specification contract system, the contact person designated herein shall maintain records with respect to:
 - (a) those contractors or subcontractors notified of the project and the number of these contractors and subcontractors that are minority businesses as defined in GS 143-128 appearing on the list of minority businesses maintained pursuant to Paragraph 2 herein,
 - (b) those contractors or subcontractors that bid or otherwise respond to notice of the project and the number of these that are on the maintained list of minority businesses,
 - (c) those contractors or subcontractors awarded contracts as part of the project and the number and identity of those that are on the list of minority businesses, and
 - (d) The percentage of work on the project that is to be performed by minority businesses appearing on the list maintained pursuant to this resolution.

8. That for any such building contract put out for bids under the single prime contract system, the single prime contractor shall:
 - (a) notify those minority businesses appearing on the list of minority businesses maintained pursuant to Paragraph 2 of the portion of the project which will be subcontracted by the single contractor and solicit bids from those minority businesses.
 - (b) submit with his bid records with respect to:
 1. those subcontractors notified of the project and of those elements of the project for which subcontracts will be let and the number of these subcontractors that are minority businesses as defined in GS 143 - 128 appearing on the list of minority businesses maintained pursuant to Paragraph 2 herein,
 2. those subcontractors that bid or otherwise respond to notice of the project and the number of these that are on the maintained list of minority businesses, and
 3. those subcontractors awarded contracts as part of the project and the number and identity of those that are on the maintained list of minority businesses, and
 4. the percentage of work on the project that is to be performed by minority businesses appearing on the list maintained pursuant to this resolution.
9. That these policies shall be a part of the request for proposals for any such contract, and noncompliance by an single prime bidder shall be grounds for declaring the bid non-responsive.
10. That this resolution shall become effective upon its adoption.

Adopted this 4th day of June, 1990.



**CITY OF ROCKY MOUNT
RFP# 320-100322CC-REBID**

ALBEMARLE WAREHOUSE BREAKROOM RENOVATION

**724 ALBEMARLE AVE.
ROCKY MOUNT, NC**

SCOPE OF WORK/ PROJECT DESCRIPTION

A. GENERAL

The City of Rocky Mount has need for the services of a Licensed Contractor to perform limited and specific building modifications to the first floor warehouse within the City's warehouse building located at 724 Albemarle Ave., Rocky Mount, NC, as listed, but not necessarily limited to, the Scope of Services outlined below.

1. A bid bond will not be required.
2. Contractor is required to provide proof of insurance meeting the City of Rocky Mount's minimum limits with the City of Rocky Mount and Appian Consulting Engineers, PA, named as additional insured.
3. Provide a sales tax affidavit to City at end of job with final payment request.
4. Contractor shall be responsible for meeting all safety requirements for the project.

B. SCOPE OF SERVICES

GENERAL SCOPE APPLICABLE TO UPFIT MODIFICATIONS:

Documents: In addition to the plans and general specifications prepared by Appian Consulting Engineers, PA, dated 7/6/22, the following plans are herein made part of this Scope of Work by reference. Appian Consulting Engineers, PA, can provide copies of referenced plans to Contractor upon request.

- PM&E plans designed by James Miller & Associates, PA, 4/13/22

The contractor's scope of work and overall objectives are, but are not necessarily limited to, the following:

1. Furnishing all equipment, materials, and labor necessary to construct the project in accordance with the Plans, these Specifications and the directions of the Owner and the Engineer, complete in every detail.
2. The scope of the work shall consist of providing all labor, equipment and materials for the renovation of the existing breakroom and restroom, demolition, brick masonry and CMU wall repair, repair of existing horizontal pivot windows, PM&E, fire sprinkler modifications, emergency generator, etc., all in accordance with the plans and specifications.
3. **Renovations** include adjustments to existing fire suppression/ sprinkler system, PM&E, demolition, walls, insulation, flooring, painting, doors/hardware, Life Safety, restroom vanity/ mirror, toilet accessories, interior signage as required by Code, brick masonry and CMU wall repair, repair of existing horizontal pivot windows, etc.
4. **Emergency Generator** includes furnishing all materials, labor, equipment and work necessary to install the proposed 60kW Emergency Generator (natural gas) with 200 amp Transfer Switch as proposed by these specifications and plans. See plan sheets P-1 thru E-6.
5. **Fire Suppression/ Sprinkler:** Adjustments to existing fire suppressions/ sprinkler system per NC Fire Codes, etc., to serve proposed 985 sf± breakroom and restrooms. Contractor is to submit sprinkler upfit plans to Engineer for submittal to City Fire Marshal.
6. **Restroom Accessories:** Contractor to provide all restroom accessories and fixtures as shown on the plans. Provide manufacturer's cut sheets for Engineer and Owners review. Provide industrial grade accessories which shall include grab bar, soap dispenser, toilet paper holder, paper towel dispenser, and waste receptacle. See also plumbing specs for additional plumbing fixture requirements. *Breakroom refrigerator to be provided by others.*
7. **Paint:** See Room Finish Key on plans. Confirm color selection with Owner prior to ordering. Contractor to adhere to manufacturer's recommendations for cleaning surfaces, handling, and applying. Workers to wear protective safety gear as recommended by manufacturer as applicable to protect workers from fumes and skin and eye contact, as may be applicable.
8. **Floors:** Breakroom and restrooms to be provided with 12x12 commercial grade Armstrong Excelon vinyl tile. Color to be determined by Owner. Proposed 4" rubber base molding to match floor color. Provide 2.5% overage of vinyl tile or 100 SF (whichever is greater) to owner for future replacement of damaged tile.

9. **Interior Signage** (only as required by Code): to be selected by the Owner but furnished by the CONTRACTOR and installed per ADA requirements.
10. Modifications to plumbing, electrical and mechanical associated with these room modifications; all trades to meet their applicable and respective NC State Codes/NEC.
11. Modify plumbing, mechanical and electrical as shown on plans and as may otherwise needed to be in compliance with the current applicable codes. Includes modifications as necessary to existing lighting fixtures.
12. Obtaining and paying for building permit. Calling for and coordinating inspections with the City's Building Inspections Department at the applicable times required by the City Inspectors. Obtaining approval from Inspections on this scope of work.
13. Working hours for site will be from 7:30 am to 4:30 pm unless otherwise approved.
14. **WARRANTY:** The contractor must furnish the following warranty after completion of the work and prior to final payment:

The Contractor hereby warrants that all workmanship and all materials furnished under the contract comply fully with requirements of these specifications. If at any time within one year after the date of the final inspection, any unfaithful or defective work should appear, which in the opinion of the Owner or their Engineer, is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the Owner. The Owner will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.

C. CITY RESPONSIBILITY:

1. City will relocate all existing exercise equipment prior to and after construction.
2. City to install lockers after completion of construction.
3. City will provide exterior staging area within fenced area. Contractor to coordinate with the City Warehouse Supervisor regarding location. The City does not provide security and is not liable for any theft or damage to construction materials stored on site.
4. City is to ensure that other trades will not hold up Contractor's work progress (e.g. phone and communication wiring).

5. City will not hold up payment if delays in obtaining a Certificate of Occupancy are caused by items outside of Contractor's scope of work for the project.

D. EXCLUSIONS:

1. Repairs to existing fire suppressions/ sprinkler system beyond the adjustments required for proposed 985 sf± breakroom and restrooms in scope of work. (i.e. alarm system, etc.).
2. Repairs to existing HVAC or utilities outside of the scope of work required for shower facility or exterior site improvements.
3. **PHONE/ COMMUNICATIONS/ DATA WIRING.** However, Contractor shall install CATV outlet boxes as shown on the plans and 1" conduit in the walls from the outlet to a point above the drop ceiling elevation and terminate as specified by NEC. If the City elects to install data wiring during construction, Contractor shall coordinate and not close up the open walls until those trades wired as directed by the City.

Prepared by the City of Rocky Mount by:
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