



ROCKY MOUNT
COMMUNITY AND BUSINESS
DEVELOPMENT
THE CENTER OF IT ALL

Request for Proposal #: 320-040922RP REBID

(8) Workforce Housing and (1) Housing Repair Project

Date of Issue: 10/07/2022

Proposal Due Date: 10/21/2022

At 02:00 P.M. ET

Direct all inquiries concerning this RFP to:

Antionette Goodwyn

MWBE Coordinator

Antionette.Goodwyn@rockymountnc.gov

252-972-1236

Contents

EXECUTION PAGE: PROPOSAL/ACCEPTANCE FORM3

I. PROGRAM INFORMATION4

II. SCOPE OF WORK4

III. PROJECT SCHEDULE4

IV. MANDATORY SITE VISIT4

V. QUESTIONS5

VI. PROPOSAL SUBMITTAL5

VII. REFERENCES5

ATTACHMENT B: G E N E R A L C O N D I T I O N S37

ATTACHMENT C: SUPPLEMENTARY GENERAL CONDITIONS47

ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION48

ATTACHMENT E: PROPOSED PRODUCTS FORM49

EXECUTION PAGE: PROPOSAL/ACCEPTANCE FORM

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent?** ☐ Yes ☐ No **If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.**

Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	RRP Certification? Circle one: Yes No	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: ☐ days. Project must begin within 60 days of the opening at the rates proposed in Attachment A.

ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Quote along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR CITY USE ONLY: Offer accept, and Contract awarded this _____ day of _____, 20____ for properties _____ as indicated on the attached certification, by _____ Purchasing Manager.	
PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.	
Finance Director _____	Date _____

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

FOR

Project ID# - 320-040922RP REBID

I. PROGRAM INFORMATION

The goal of this program is to promote neighborhood stability and preserve the existing supply of single-family homes by assisting moderate income homeowners with repair to their homes.

II. SCOPE OF WORK

The scope of work includes but is not limited to the following: HVAC, Plumbing, Carpentry, Painting & Wallpaper, Drywall & Plaster, Floor Coverings, Electrical, and Roofing Repairs. The scope is specific to each home.

III. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Issue RFP	City	Friday 10/07/2022
Mandatory Pre-bid/Site Visit	City	Friday 10/14/2022 10:00 am
Submit Written Questions	Contractor	Friday 10/14/2022 5:00 pm
Provide Response to Questions/Addendum Deadline	City	Monday 10/18/2022
Submit Proposals	Contractor	Friday 10/21/2022 2:00 pm
Contract Award	City	TBD
Estimated Completion Date	Contractor	TBD

IV. MANDATORY SITE VISIT

Mandatory Pre-Bid Meeting

Date: 10/14/2022
Time: 10:00 AM Eastern Time
Contact #: 252-972-1236

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on October 14, 2022. Attendees shall meet promptly at 10:00 a.m. Eastern Time at 331 S. Franklin Street, Rocky Mount, NC 27802. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in, and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

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

Vendors 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 Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

V. QUESTIONS

Written questions shall be e-mailed to antionette.goodwyn@rockymountnc.gov prior to close of business on the date specified in the proposal schedule. Contractors will enter "RFP # 320-040922RP REBID – Questions" as the subject for the email.

Questions received prior to the submission deadline date, responses, 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 Historically Underutilized Businesses, <https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub>, and the City of Rocky Mount <https://rockymountnc.gov/services-finance-bids/> website(s) 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 # 320-040922RP REBID
City of Rocky Mount
Purchasing- Antionette Goodwyn
331 S. Franklin Street
Rocky Mount, NC 27802

All RFP responses shall be received by the date and time noted in the schedule on page 4. RFP responses may be sent via US Mail, FedEx, UPS, or hand delivered. **Faxed and Emailed 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			

305 Linden Ave.

**Brief Description & Concerns: Workforce Housing**

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

Major renovations include:

- HVAC

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: August 5, 2022

ADDRESS: 305 Linden Ave.

General Notes:

1. Contractors are to include all overhead and profit in the individual items.
2. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
3. 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.
4. 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 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.

5. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
6. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
7. The primer and topcoats must be the same tint.
8. Paint and Primer shall be the following or approved equal:
 1. 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.

GUIDELINES FOR RENOVATION OF A PROPERTY IN AN HISTORIC DISTRICT

The property described in the attached document is either in a local historic district (meaning that the local historic preservation ordinances apply to the exterior only), in a national historic district (meaning that the Secretary of the Interior's historic preservation standards apply to both exterior and interior work) or is an individually designated historically significant building under one of these two authorities. In any case, the following SHALL apply to the work under any contract to renovate this property and it is a condition of the use of our federal funds that these guidelines are followed.

The specifications have been written to meet these standards. If any work is added after the bids are submitted, the Contractor is eligible for a change order to cover additional costs.

In general, the following items and conditions apply to all work on historic properties:

1. Whenever possible the Contractor shall repair and reuse original materials and restore the original structure and details.
2. When new materials are specified the Contractor shall assume (even if it is not specifically noted) that the new materials shall match as closely as possible either
 - (first choice) the existing damaged materials that are being replaced, or
 - (second choice) the original materials on adjacent surfaces.
3. If there are no original materials to match, the Contractor shall select new materials that are in line with the design period and style of the original structure - that is they shall "evoke" the feeling of the period of the structure. When in doubt ask the Community Development Rehab Specialist for guidance.

4. When new work requires penetrating the exterior walls or roof - such as with a new vent stack, roof ventilation -- or hanging something modern on the outside of the structure -- such as a new electrical service panel -- penetrating pipes or modern appliances shall be located out of sight of the street or sidewalk whenever possible. Locations of new penetrations require approval of the C.D. Rehab Specialist BEFORE work begins.
5. When new equipment -- such as a new HVAC unit -- will set the equipment on the property outside of the house, the Contractor shall clear the location with the C.D. Rehab Specialist prior to beginning work on that location.
6. Where submittals are required, the Contractor shall submit materials, catalog cuts or color chips to the Rehab Specialist who will forward them to the proper historic authority for approval. Comments will be returned to the Contractor within 10 business days. The Contractor shall allow time for this process and anticipate this delay as part of his agreed schedule.
7. If the Contractor proceeds with work not in compliance with historic guidelines, without having consulted the C.D. Rehab Specialist and the work is rejected by the agency with historic jurisdiction, the Contractor will be liable for removing and redoing the work to the historic guidelines at his own expense.

SPECS BY LOCATION/TRADE

Address: 305 Linden Ave

Unit: Unit 01

Location: 1 Exterior

6059 PACKAGE-UNIT--REPLACE--AC WITH NATURAL GAS _____

HEAT--WITH DUCTWORK

Use the Air Conditioning Contractors of America's (ACCA) late test edition of their Manual J calculation tool

<http://www.acca.org/tech/manualj/> (calculate manual J based on the post rehab building envelope), use ACCA's Manual S for equipment selection and use Manual D for ductwork design.

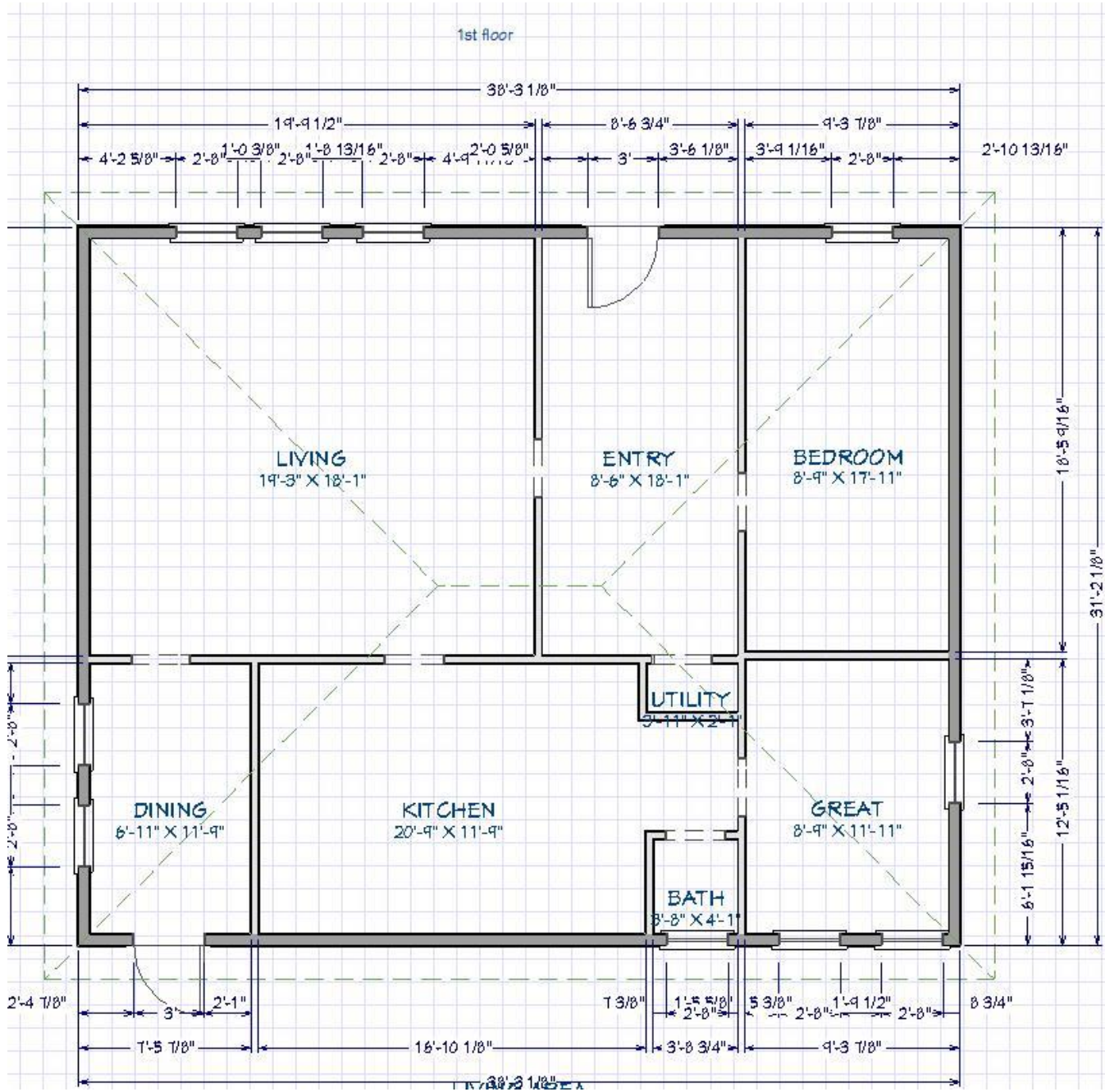
Make every effort to install supply ducts in interior partitions (in conditioned wall cavities). NOTE: Provide Manual J, S and D reports before work begins. Size furnace to the living unit considering any areas which may be added or subtracted from the plan. Remove existing package unit, recycle all metal components and dispose of all other materials in a code legal dump. Install a package unit with a heat pump rated at a minimum of 15 SEER for cooling and a natural gas fired backup burner with a minimum AFUE rating of 81% or higher, such as the Broan R6GF. Include zone thermostat controls. Install complete ductwork system including return air. Seal all duct joints with Duct Mastic.

Location Total: _____

Unit Total for 305 Linden Ave, Unit 01: _____

Address Grand Total for 305 Linden Ave: _____

Bidder: _____



1305 Sycamore St.



Brief Description & Concerns: Workforce Housing

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

Major renovations include:

- HVAC

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: July 21, 2022

ADDRESS: 1305 Sycamore St.

General Notes:

9. Contractors are to include all overhead and profit in the individual items.
10. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
11. 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.
12. 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 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.

13. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
14. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
15. The primer and topcoats must be the same tint.
16. Paint and Primer shall be the following or approved equal:
 1. 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.

GUIDELINES FOR RENOVATION OF A PROPERTY IN AN HISTORIC DISTRICT

The property described in the attached document is either in a local historic district (meaning that the local historic preservation ordinances apply to the exterior only), in a national historic district (meaning that the Secretary of the Interior's historic preservation standards apply to both exterior and interior work) or is an individually designated historically significant building under one of these two authorities. In any case, the following SHALL apply to the work under any contract to renovate this property and it is a condition of the use of our federal funds that these guidelines are followed.

The specifications have been written to meet these standards. If any work is added after the bids are submitted, the Contractor is eligible for a change order to cover additional costs.

In general, the following items and conditions apply to all work on historic properties:

1. Whenever possible the Contractor shall repair and reuse original materials and restore the original structure and details.
2. When new materials are specified the Contractor shall assume (even if it is not specifically noted) that the new materials shall match as closely as possible either
 - (first choice) the existing damaged materials that are being replaced, or
 - (second choice) the original materials on adjacent surfaces.

3. If there are no original materials to match, the Contractor shall select new materials that are in line with the design period and style of the original structure - that is they shall "evoke" the feeling of the period of the structure. When in doubt ask the Community Development Rehab Specialist for guidance.
4. When new work requires penetrating the exterior walls or roof - such as with a new vent stack, roof ventilation -- or hanging something modern on the outside of the structure -- such as a new electrical service panel -- penetrating pipes or modern appliances shall be located out of sight of the street or sidewalk whenever possible. Locations of new penetrations require approval of the C.D. Rehab Specialist BEFORE work begins.
5. When new equipment -- such as a new HVAC unit -- will set the equipment on the property outside of the house, the Contractor shall clear the location with the C.D. Rehab Specialist prior to beginning work on that location.
6. Where submittals are required, the Contractor shall submit materials, catalog cuts or color chips to the Rehab Specialist who will forward them to the proper historic authority for approval. Comments will be returned to the Contractor within 10 business days. The Contractor shall allow time for this process and anticipate this delay as part of his agreed schedule.
7. If the Contractor proceeds with work not in compliance with historic guidelines, without having consulted the C.D. Rehab Specialist and the work is rejected by the agency with historic jurisdiction, the Contractor will be liable for removing and redoing the work to the historic guidelines at his own expense.

Address: 1305 Sycamore Street

Unit: Unit 01

Location: 1 Exterior

6059 PACKAGE-UNIT--REPLACE--AC WITH NATURAL GAS _____

HEAT--WITH DUCTWORK

Use the Air Conditioning Contractors of America's (ACCA) late test edition of their Manual J calculation tool

<http://www.acca.org/tech/manualj/> (calculate manual J based on the post rehab building envelope), use ACCA's Manual S for equipment selection and use Manual D for ductwork design. Make every effort to install supply ducts in interior partitions (in conditioned wall cavities). NOTE: Provide Manual J, S and D reports before work begins. Size furnace to the living unit considering any areas which may be added or subtracted from the plan. Remove existing package unit, recycle all metal components and dispose of all other materials in a code legal dump. Install a package unit with a heat pump rated at a minimum of 15 SEER for cooling and a natural gas fired

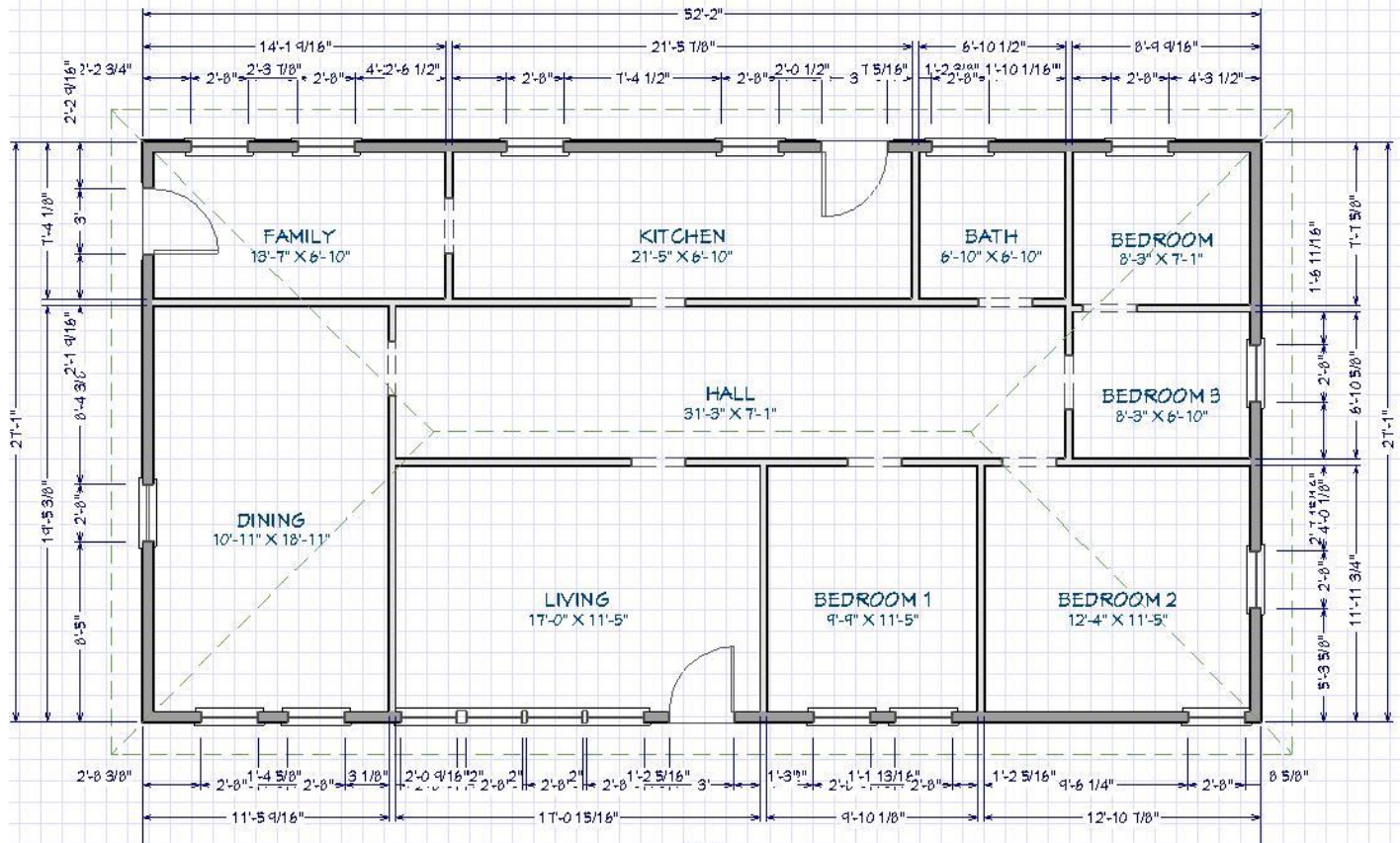
backup burner with a minimum AFUE rating of 81% or higher, such as the Broan R6GF. Include thermostat control. Install complete ductwork system including return air. Seal all duct joints with Duct Mastic.

Location Total: _____

Unit Total for 1305 Sycamore Street, Unit 01: _____

Address Grand Total for 1305 Sycamore Street: _____

Bidder: _____



311 St. Paul

**Brief Description & Concerns: Workforce Housing**

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

Major renovations include:

- HVAC

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: August 5, 2022

ADDRESS: 311 Saint Paul St.

General Notes:

17. Contractors are to include all overhead and profit in the individual items.
18. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
19. 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.
20. 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 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.
21. Remove from site all construction materials, tools and debris. Sweep clean all exterior work

- areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
22. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
 23. The primer and topcoats must be the same tint.
 24. Paint and Primer shall be the following or approved equal:
 1. 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.

GUIDELINES FOR RENOVATION OF A PROPERTY IN AN HISTORIC DISTRICT

The property described in the attached document is either in a local historic district (meaning that the local historic preservation ordinances apply to the exterior only), in a national historic district (meaning that the Secretary of the Interior's historic preservation standards apply to both exterior and interior work) or is an individually designated historically significant building under one of these two authorities. In any case, the following SHALL apply to the work under any contract to renovate this property and it is a condition of the use of our federal funds that these guidelines are followed.

The specifications have been written to meet these standards. If any work is added after the bids are submitted, the Contractor is eligible for a change order to cover additional costs.

In general, the following items and conditions apply to all work on historic properties:

1. Whenever possible the Contractor shall repair and reuse original materials and restore the original structure and details.
2. When new materials are specified the Contractor shall assume (even if it is not specifically noted) that the new materials shall match as closely as possible either
 - (first choice) the existing damaged materials that are being replaced, or
 - (second choice) the original materials on adjacent surfaces.
3. If there are no original materials to match, the Contractor shall select new materials that are in line with the design period and style of the original structure - that is they shall "evoke" the feeling of the period of the structure. When in doubt ask the Community Development Rehab Specialist for guidance.

4. When new work requires penetrating the exterior walls or roof - such as with a new vent stack, roof ventilation -- or hanging something modern on the outside of the structure -- such as a new electrical service panel -- penetrating pipes or modern appliances shall be located out of sight of the street or sidewalk whenever possible. Locations of new penetrations require approval of the C.D. Rehab Specialist BEFORE work begins.
5. When new equipment -- such as a new HVAC unit -- will set the equipment on the property outside of the house, the Contractor shall clear the location with the C.D. Rehab Specialist prior to beginning work on that location.
6. Where submittals are required, the Contractor shall submit materials, catalog cuts or color chips to the Rehab Specialist who will forward them to the proper historic authority for approval. Comments will be returned to the Contractor within 10 business days. The Contractor shall allow time for this process and anticipate this delay as part of his agreed schedule.
7. If the Contractor proceeds with work not in compliance with historic guidelines, without having consulted the C.D. Rehab Specialist and the work is rejected by the agency with historic jurisdiction, the Contractor will be liable for removing and redoing the work to the historic guidelines at his own expense.

SPECS BY LOCATION/TRADE

Address: 311 Saint Paul Street		Unit: Unit 01
Location:	1 Exterior	

6059 PACKAGE-UNIT--REPLACE--AC WITH NATURAL GAS _____

HEAT--WITH DUCTWORK

Use the Air Conditioning Contractors of America's (ACCA) late test edition of their Manual J calculation tool <http://www.acca.org/tech/manualj/> (calculate manual J based on the post rehab building envelope), use ACCA's Manual S for equipment selection and use Manual D for ductwork design. Make every effort to install supply ducts in interior partitions (in conditioned wall cavities). NOTE: Provide Manual J, S and D reports before work begins. Size furnace to the living unit considering any areas which may be added or subtracted from the plan. Remove existing package unit, recycle all metal components and dispose of all other materials in a code legal dump. Install a package unit with a heat pump rated at a minimum of 15 SEER for cooling and a natural gas fired backup burner with a minimum AFUE rating of 81% or higher, such as the Broan R6GF. Include thermostat control. Install complete ductwork system including return air. Seal all duct

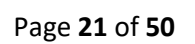
joints with Duct Mastic.

Location Total: _____

Unit Total for 311 Saint Paul Street, Unit 01: _____

Address Grand Total for 311 Saint Paul Street: _____

Bidder: _____



604 S. Howell St.

**Brief Description & Concerns: Workforce Housing**

The interior has four bedrooms, kitchen, living room and two bathrooms. The total square footage is approximately 1,500 sf. The main concern is the wall and ceiling repair and paint.

Major renovations include:

- Wall and Ceiling Repair and Paint

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: August 18, 2022

ADDRESS: 604 S. Howell St.

General Notes:

25. Contractors are to include all overhead and profit in the individual items.
26. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
27. 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.
28. 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 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.

29. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
30. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
31. The primer and topcoats must be the same tint.
32. Paint and Primer shall be the following or approved equal:
 1. 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.

GUIDELINES FOR RENOVATION OF A PROPERTY IN AN HISTORIC DISTRICT

The property described in the attached document is either in a local historic district (meaning that the local historic preservation ordinances apply to the exterior only), in a national historic district (meaning that the Secretary of the Interior's historic preservation standards apply to both exterior and interior work) or is an individually designated historically significant building under one of these two authorities. In any case, the following SHALL apply to the work under any contract to renovate this property and it is a condition of the use of our federal funds that these guidelines are followed.

The specifications have been written to meet these standards. If any work is added after the bids are submitted, the Contractor is eligible for a change order to cover additional costs.

In general, the following items and conditions apply to all work on historic properties:

1. Whenever possible the Contractor shall repair and reuse original materials and restore the original structure and details.
2. When new materials are specified the Contractor shall assume (even if it is not specifically noted) that the new materials shall match as closely as possible either
 - (first choice) the existing damaged materials that are being replaced, or
 - (second choice) the original materials on adjacent surfaces.

3. If there are no original materials to match, the Contractor shall select new materials that are in line with the design period and style of the original structure - that is they shall "evoke" the feeling of the period of the structure. When in doubt ask the Community Development Rehab Specialist for guidance.
4. When new work requires penetrating the exterior walls or roof - such as with a new vent stack, roof ventilation -- or hanging something modern on the outside of the structure -- such as a new electrical service panel -- penetrating pipes or modern appliances shall be located out of sight of the street or sidewalk whenever possible. Locations of new penetrations require approval of the C.D. Rehab Specialist BEFORE work begins.
5. When new equipment -- such as a new HVAC unit -- will set the equipment on the property outside of the house, the Contractor shall clear the location with the C.D. Rehab Specialist prior to beginning work on that location.
6. Where submittals are required, the Contractor shall submit materials, catalog cuts or color chips to the Rehab Specialist who will forward them to the proper historic authority for approval. Comments will be returned to the Contractor within 10 business days. The Contractor shall allow time for this process and anticipate this delay as part of his agreed schedule.
7. If the Contractor proceeds with work not in compliance with historic guidelines, without having consulted the C.D. Rehab Specialist and the work is rejected by the agency with historic jurisdiction, the Contractor will be liable for removing and redoing the work to the historic guidelines at his own expense.

SPECS BY LOCATION/TRADE

Address: 604 S. Howell Street	Unit: Unit 01
Location: 1 Bedroom 1	

5265 DRYWALL--3/8" CEILING _____

Hang, tape and 3 coat finish 3/8" drywall. Glue each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Sand ready for paint.

5570 PREP & PAINT OCCUPIED ROOM _____

Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges/dull gloss surfaces w/ sandpaper. Clean all surfaces w/ non-phosphate detergent. Repair any damage fill all holes/cracks. Spot prime & topcoat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets. Replace furniture and vacuum room.

Location Total: _____

Location: 2 Bedroom 2

Approx.

5265 DRYWALL--3/8" CEILING _____

Hang, tape and 3 coat finish 3/8" drywall. Glue each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Sand ready for paint.

5570 PREP & PAINT OCCUPIED ROOM _____

Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges/dull gloss surfaces w/ sandpaper. Clean all surfaces w/ non-phosphate detergent. Repair any damage fill all holes/cracks. Spot prime & topcoat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets. Replace furniture and vacuum room.

Location Total: _____

Location: 3 Living Room**5265 DRYWALL--3/8" CEILING** _____

Hang, tape and 3 coat finish 3/8" drywall. Glue each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Sand ready for paint.

5570 PREP & PAINT OCCUPIED ROOM _____

Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges/dull gloss surfaces w/ sandpaper. Clean all surfaces w/ non-phosphate detergent. Repair any damage fill all holes/cracks. Spot prime & topcoat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets. Replace furniture and vacuum room.

Location Total: _____

Location: 5 Bathroom**5265 DRYWALL--3/8" CEILING** _____

Hang, tape and 3 coat finish 3/8" drywall. Glue each framing member and screw or nail 8" on center. Run boards with long dimension horizontal. Sand ready for paint.

5570 PREP & PAINT OCCUPIED ROOM _____

Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling, blistered surfaces. Feather edges/dull gloss surfaces w/ sandpaper. Clean all surfaces w/ non-phosphate detergent. Repair any damage fill all holes/cracks. Spot prime & topcoat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Replace furniture and vacuum room.

5930 UNDERLAYMENT AND VINYL SHEET GOODS _____

Install 1/4" underlayment grade plywood using 7d screw shank or cement coated nails, or narrow crown coated staples, 6" on center allowing a 1/4" gap at wall. Fill seams with a manufacturer approved filler. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Install metal edge strips in openings. Owner's choice of pattern and color.

6900 VANITY--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 escution plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.

6959 BATHTUB/SHOWER - 5' FIBERGLASS - WITH WINDOW _____

Install a Sterling All Pro® Bath with Left-hand Drain Model # 61041110 - www.sterlingplumbing.com - and a Swan Tub Wall Kit Model #: RM-58 and Swan Window Trim Kit - Model #: WTK-1 - www.theswancorp.com - to insure a watertight joint at the window jamb. Ensure that the bottom edge of the tub surround aligns with the vertical flange of the Sterling tub to create a watertight joint. Installation to include lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta Faucet "Monitor" Model 1343 tub/shower faucet - www.deltafaucet.com - & a shower head with a maximum 2.0 GPM flow rate. (note: exterior wall sections behind the tub shower unit must be completely air-sealed prior to installation.) Install tub in a 2" mortar bed on the subfloor per the manufacturer's Installation and Care Guide.

7010 COMMODE--REPLACE--1.6 GPF _____

Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6

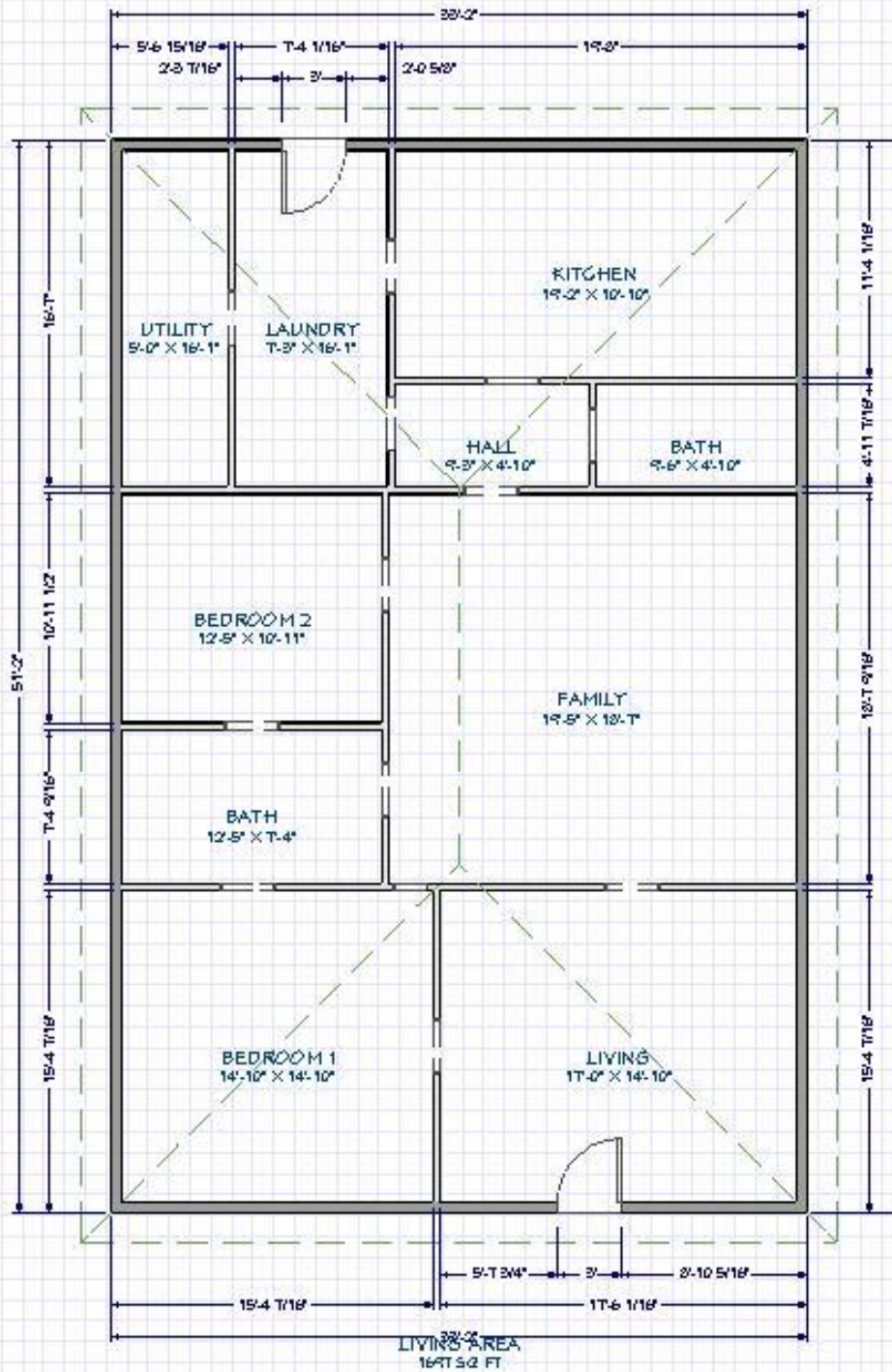
Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode.

Location Total: _____

Unit Total for 604 S Howell Street, Unit 01: _____

Address Grand Total for 604 S Howell Street: _____

Bidder: _____



829 Wilkins St.

**Brief Description & Concerns: Workforce Housing**

The interior has three bedrooms, kitchen, living room and two bathrooms. The total square footage is approximately 1,400 sf. The main concern is the Exterior Doors and Windows.

Major renovations include:

- Windows
- Doors

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: July 12, 2022

ADDRESS: 829 Wilkins St.

General Notes:

33. Contractors are to include all overhead and profit in the individual items.
34. Owner, after careful review, understands and accepts the scope of work described and has initialed and dated each page of the work write up.
35. 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.
36. 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 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.

37. Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags.
38. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
39. The primer and topcoats must be the same tint.
40. Paint and Primer shall be the following or approved equal:
 1. 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.

GUIDELINES FOR RENOVATION OF A PROPERTY IN AN HISTORIC DISTRICT

The property described in the attached document is either in a local historic district (meaning that the local historic preservation ordinances apply to the exterior only), in a national historic district (meaning that the Secretary of the Interior's historic preservation standards apply to both exterior and interior work) or is an individually designated historically significant building under one of these two authorities. In any case, the following SHALL apply to the work under any contract to renovate this property and it is a condition of the use of our federal funds that these guidelines are followed.

The specifications have been written to meet these standards. If any work is added after the bids are submitted, the Contractor is eligible for a change order to cover additional costs.

In general, the following items and conditions apply to all work on historic properties:

1. Whenever possible the Contractor shall repair and reuse original materials and restore the original structure and details.
2. When new materials are specified the Contractor shall assume (even if it is not specifically noted) that the new materials shall match as closely as possible either
 - (first choice) the existing damaged materials that are being replaced, or
 - (second choice) the original materials on adjacent surfaces.
3. If there are no original materials to match, the Contractor shall select new materials that are in line with the design period and style of the original structure - that is they shall "evoke" the feeling of the period of the structure. When in doubt ask the Community Development Rehab Specialist for guidance.

4. When new work requires penetrating the exterior walls or roof - such as with a new vent stack, roof ventilation -- or hanging something modern on the outside of the structure -- such as a new electrical service panel -- penetrating pipes or modern appliances shall be located out of sight of the street or sidewalk whenever possible. Locations of new penetrations require approval of the C.D. Rehab Specialist BEFORE work begins.
5. When new equipment -- such as a new HVAC unit -- will set the equipment on the property outside of the house, the Contractor shall clear the location with the C.D. Rehab Specialist prior to beginning work on that location.
6. Where submittals are required, the Contractor shall submit materials, catalog cuts or color chips to the Rehab Specialist who will forward them to the proper historic authority for approval. Comments will be returned to the Contractor within 10 business days. The Contractor shall allow time for this process and anticipate this delay as part of his agreed schedule.
7. If the Contractor proceeds with work not in compliance with historic guidelines, without having consulted the C.D. Rehab Specialist and the work is rejected by the agency with historic jurisdiction, the Contractor will be liable for removing and redoing the work to the historic guidelines at his own expense.

SPECS BY LOCATION/TRADE

Address: 829 Wilkins Street

Unit: Unit 01

Location: 1 Exterior

2978 WINDOW REPLACE--VINYL-- DBL HNG ENERGY STAR - _____

W/TRIM < 100 UI

Replace all windows with windows that are < less than) 100 UI (United Inches). Field measure and install a PVC, 6 over 6, double hung, double glazed, Low E window that meets the ENERGY STAR standards for this climate for U value and SHGC, and is AAMA certified per AAMA/WDMA/CSA 101/I.S.2/A440-11. Include 1/2 screen. Wrap exterior jamb and sill with .027" aluminum coil stock back caulked and nailed 6" on center.

3184 DOORS 3 PREHUNG METAL ENTRANCE -- ENERGY STAR front _____

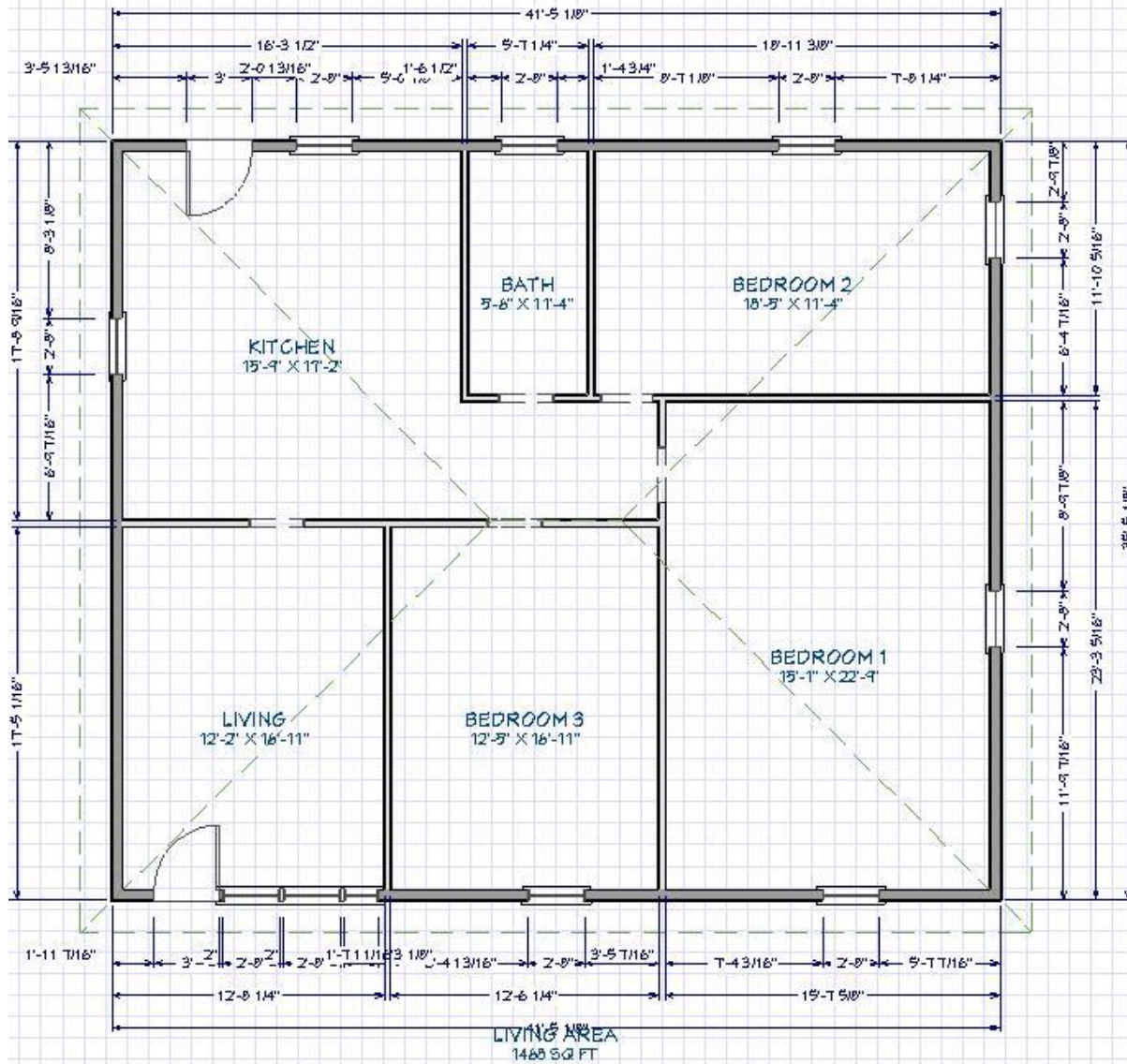
Install front Jeld Wen ENERGY STAR certified 36" insulated prehung steel door, model 692 with 6 lites, clear low e glass, a passage latch and double cylinder dead bolt keyed to match the deadbolts of other exterior doors.

Location Total: _____

Unit Total for 829 Wilkins Street, Unit 01: _____

Address Grand Total for 829 Wilkins Street: _____

Bidder: _____



821 Cedarbrook

**Brief Description & Concerns: HOUSING REPAIR**

. The interior has three bedrooms, kitchen, living room and one bathroom. The total square footage is approximately 1,200 sf. The main concerns are the roof

Major renovations include:

- Windows
- Doors

SPECIFICATIONS DATED: September 3, 2022

INSPECTED BY: John Perry

DATE OF INSPECTION: April 25, 2022

ADDRESS: 820 Cedarbrook Dr.

SPECS BY LOCATION/TRADE

Address: 820 Cedarbrook Dr

Unit: Unit 01

Location: 1 Exterior

2978 WINDOW REPLACE--VINYL-- DBL HNG ENERGY STAR - _____
W/TRIM < 100 UI

Field measure and replace all windows with PVC, 6 over 6, double hung, double glazed, Low E window that meets the ENERGY STAR standards for this climate for U value and SHGC, and is AAMA certified per

AAMA/WDMA/CSA 101/I.S.2/A440-11. Include 1/2 screen.
Wrap exterior jamb and sill with .027" aluminum coil stock back
caulked and nailed 6" on center. Re-trim opening with casing,
apron and stool to match existing. Prep for paint.

3184 DOOR -- PREHUNG PATIO _____

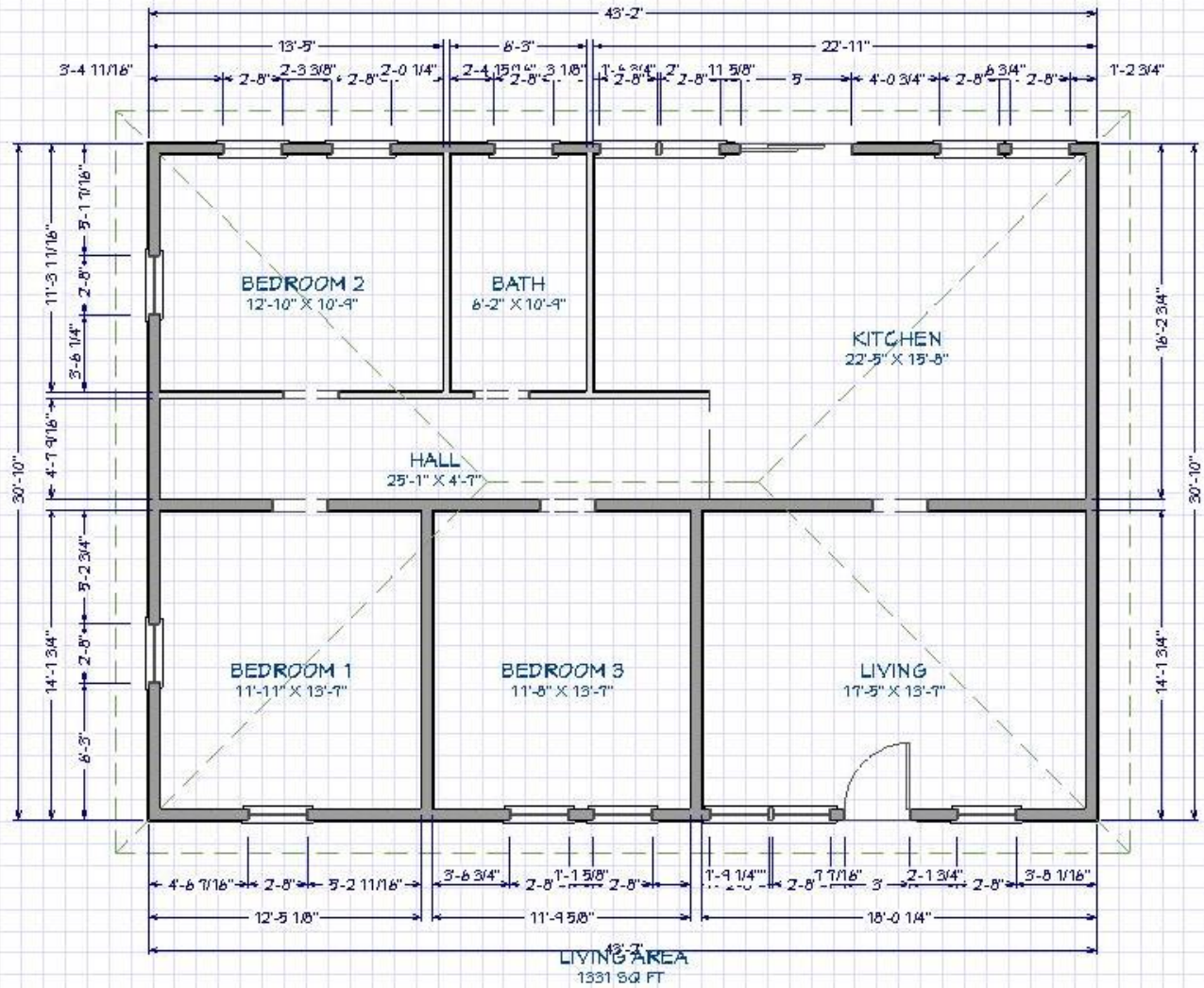
JELD-WEN 60-in x 80-in Tempered Clear Glass Primed Steel
Left-Hand Inswing Double Door French Patio Door ENERGY
STAR Northern Zone ENERGY STAR North/Central Zone
Item #633495 Model #LOWOLJW205900001 clear low e glass,
a passage latch and double cylinder dead bolt keyed to match
the deadbolts of other exterior doors.

Location Total: _____

Unit Total for 820 Cedarbrook Dr, Unit 01: _____

Address Grand Total for 820 Cedarbrook Dr: _____

Bidder: _____



ATTACHMENT B: GENERAL CONDITIONS

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 Purchasing Manager 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 Purchasing Manager 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 E MBE Documentation for Contract Payments form with final payment request. This form can be found at <https://ncadmin.nc.gov/document/appendix-e-mbe-documentation-contract-payments>

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 <https://rockymountnc.gov/services-finance-vendor-registration/>

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 C: 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 Housing Rehabilitation Specialist/Owner and shall fully complete all work hereunder within **90** 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.

ATTACHMENT D: 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 and E-Verify Affidavit to the contact person listed on the coversheet.

<https://rockymountnc.gov/services-finance-vendor-registration/>

ATTACHMENT E: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			
6			
7			
8			
9			

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