### **INVITATION TO BID**

# Adventure Park Phase 1 CITY OF GREENVILLE NORTH CAROLINA



SITE ADDRESS: New Adventure Park

3050 BLUE HERON DR

GREENVILLE, NC

BIDS-DUE: Tuesday October 13, 2020 @ 10:00 AM

JAYCEE PARK ADMINISTRATION BUILDING

2000 CEDAR LANE, GREENVILLE, NC

### **CONTACT PERSONS:**

### QUESTIONS REGARDING THE BID PACKAGE:

Ms. Denisha Harris
Purchasing Manager
Telephone: (252) 329-4862
Fax: (252) 329-4464
Email: dharris@greenvillenc.gov

### **QUESTIONS REGARDING THE SPECIFICATIONS:**

Mr. Mark Nottingham
Parks Planner
Telephone: (252) 329-4242
Fax: (252) 329-4062
Email: mnottingham@greenvillenc.gov

# CITY OF GREENVILLE ADVERTISEMENT FOR BIDS

"New Adventure Park"

The City of Greenville, NC is requesting bids for the construction of a gravel parking lot, sidewalks, stormwater infrastructure, floating dock concrete abutments, and additional site work located at the City's new adventure park. The scope of work shall include but is not limited to construction of improvements as referenced in the site development plans and contained in this document.

The duration of this project shall be 120 calendar days. <u>LIQUIDATED DAMAGES</u>: If the Contractor fails to complete the work within the time specified in the bid package, the Contractor shall pay liquidated damages to the City of Greenville in the amount of <u>\$100.00</u> for each calendar day of delay until the work is completed or accepted.

Weekly updates on project status shall be emailed to the City's designated project manager.

A site visit is mandatory and is scheduled for Tuesday, October 6 at 2:00 PM at 3050 Blue Heron Drive, located off Old Pactolus Road.

Sealed bids will be received by the City of Greenville until Tuesday, October 13 @ 10:00 AM at the Recreation & Parks Office located in the Jaycee Park Administration Building, 2000 Cedar Lane, Greenville, NC 27835. Mailed bids shall be delivered to 2000 Cedar Lane, Greenville, NC 27835 on or before Tuesday, October 13 @ 10:00 AM and addressed to Mark Nottingham, Parks Planner.

The Contract Documents (plans and specifications) are contained in this document. Bid Alternate A shall be for the construction of the gravel parking labeled (future). Bid Alternate B shall be for the wiring and installation of 8 LED street lights as shown on the document labeled street light layout. Bid Alternate C shall be for the construction of 3 camping platforms, contractor will be responsible for providing all documents needed for permitting and construction of the platforms.

The sand to be used for the beach area shall be washed sand. Existing buried gutter drain pipes shall be removed and replaced with a combination of splash blocks and stone of a sufficient size to dissipate energy from the water coming out of the gutters. An existing dirt access road shall have a section repaired for future vehicle access to planned camping platforms. Trash and debris located on the dirt access road shall be removed and disposed of properly. The floating dock will be installed by others. The access drive, Blue Heron Dr, shall have the shoulders mowed and excess vegetation removed.

All sealed bids shall have the words <u>Attn: Mark Nottingham - Bid Enclosed</u>, <u>Adventure Park Phase 1</u> on the outside of the bid package and mail carrier envelope.

All bids will be marked with the date and time they are received by reception staff. There will not be a public bid opening. Bids will be opened and evaluated by staff and a bid tabulation will be available upon request once the contract is awarded to the successful bidder.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

Minority/Women owned business are encouraged to submit bids.

### INSTRUCTIONS TO BIDDERS

# Bid to Provide "New Adventure Park Phase 1" 3050 Blue Heron Drive, Greenville, NC

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.
- 2. It is expressly understood by the contractor offering a bid after a written notice of award by the City, a written contract or purchase order will be required to be executed and will serve together with this bid, these instructions, and any detailed specifications as the entire form of contract between the parties.
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
- 4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
- 5. Questions regarding any procedure for submission of a bid or about the plans shall be directed by email to Mark Nottingham, Parks Planner, at <a href="mailto:mnottingham@greenvillenc.gov">mnottingham@greenvillenc.gov</a>. The last date to submit questions will be Tuesday, October 6, 2020, by 5:00 PM.
- 6. By submitting a bid for Phase 1 of the New Adventure Park, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Furthermore, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees, while on City property performing their duties.
- 7. Contractor shall comply with all OSHA requirements associated with the work within this contract. Follow all safety guidelines while work is in progress.
- 8. No work will be performed at any time without proper supervision. If requested, the names and experience of supervisors shall be provided.
- 9. Contractor must ensure procurement and post the required permits prior to the commencement of work.
- 10. Staging areas for equipment and materials will be arranged on site during a pre-construction meeting or per the plans.
- 11. Any damage to any buildings, concrete, landscaping, etc. shall be repaired by the contractor prior to the completion of the project.
- 12. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance shall be corrected immediately.

### CITY OF GREENVILLE RECREATION & PARKS DEPARTMENT SPECIFICATIONS FOR

"New Adventure Park Phase 1"

#### 1.0 SCOPE:

The scope of work shall be as directed by the plans and specifications (Attachment B) for this project for construction of site improvements for Phase 1 of the New Adventure Park.

1.1 The duration of the project shall be 120 calendar days from receipt of award.

### 2.0 PAYMENT AND BID:

- 2.1 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.
- 2.2 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 2.3 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.
- 2.4 Minority and/or Women Business Enterprise (MWBE) Program

Refer to Attachment "C" for all Minority and/or Woman Business Enterprise requirements.

Questions regarding the City's M/WBE Program should be directed to Ferdinand Rouse in the M/WBE Office at (252) 329-4462.

- 2.5 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.
- 2.6 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer. Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

2.7 If needed, the contractor shall complete use the vendor self-service online and submit any associated documents as required upon acceptance of this contract.

2.8 The contractor will develop a lump sum bid; that will include, but is not limited to all work, equipment, parts, and labor specified herein.

### 3.0 WORKERS COMPENSATION AND INSURANCE:

- 3.1 The contractor shall maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 3.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance shall be maintained during the duration of the contract.

### 3.3 OTHER INSURANCE:

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

### 4.0 CANCELLATION:

- 4.1 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.
- 4.2 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner.
- 4.3 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Mark Nottingham, Parks Planner City of Greenville 2000 Cedar Ln Greenville, N.C. 27835 Email: mnottingham@greenvillenc.gov

### 5.0 DAMAGE TO CONTRACTORS PROPERTY:

- 5.1 The City of Greenville shall be under no obligation to replace or in any way compensate the contractor for fire, theft, vandalism or any other casualty, injury or damage to equipment or property belonging to the contractor while on City property.
- 5.2 The successful bidder agrees to indemnify or hold harmless the City of Greenville from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge the City of Greenville and its Agents from all claims or

- liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 5.3 It is understood and agreed by the parties that the City of Greenville will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages on City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

### 6.0 ADDENDUM

6.1 Addendum/Amendment: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. The contract may be amended from time to time through written agreement by both parties.

### 7.0 LOCAL PREFERENCE POLICY

7.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

### 8.0 E-VERIFY COMPLIANCE

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

### 9.0 IRAN DIVESTMENT ACT

9.1 Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

### **ATTACHMENT A**

### CITY OF GREENVILLE RECREATION & PARKS DEPARTMENT BID FORM

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

Adventure l	Park Phase 1
Proposed price to complete construction of Phase 1 of the Adventure Park per the design and layout document.	\$
Alternate A: Proposed price to construct the "future parking" per the design and layout document.	\$
Alternate B: Proposed price to wire and install 8 programmable LED street lights per the lighting layout document.	\$
Alternate c: Construct 3 camping platforms as shown on the site plan and per the specifications.	\$
Addenda Received: Requ	uired MWBE Forms Included:
Bid reviewed, prepared and submitted by:	
Company Name:	Date:
Address:	
Phone Number:	
General Contractor's License Number:	
Signed:	Print Name:

### **ATTACHMENT B**

**Adventure Park Construction Plans** 

CIVIL ENGINEER

Rivers & Associates, Inc. Greenville, NC

Rivers & ASSOCIATES, INC.
Since 1918

107 East Second Street Greenville, NC 27858 (252) 752-4135

Contact: Matthew Prokop, PE

#### OWNER/DEVELOPER

City of Greenville Recreation and Parks Department

PO Box 7207 Greenville, NC 27835

PO Box 7207
Greenville, NC 27835
(262) 329-4242
ontact: Mark Nottingham
MNottingham@greenvillenc.com





# SITE DEVELOPMENT PLANS FOR

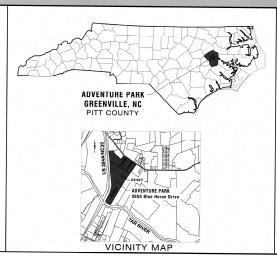
# **Adventure Park**

SITE DATA		
PROJECT BIFO.	City of Greenville Advanture Park	
ADDRESS	3050 Blue Heron Drive	
MARGINUTY	City of Greenville	
NC PW:	4690712722	
	01001, 00407, 01000 & 01000	
LAND USE CLASSIFICATION:	2 (6 - recreational/entertainment, 1 - Public park or recreational facility)	
SCHERENS GEED	M824-125	
LOT AREA.	97.33 Aures	
SONNS:	CH - Heavy Commorpial	
ADJACONT ZONING.	RADS - Residential Agricultural, CH - Henry Commercial	
	Noncommercial park/recreation facility: Public Use	
TIOPOSCO SROSS FLOOR ANEA.	1,400 DF	
BULDING HEIGHT:	26-6" (1-Story)	
IMPERMOUS AREAS		
LOT MEA.	4,039,080 3F	
EXETNE MPERMOUS:	48,397 SF	
09970	CE,043 3F	
CONCRETE:	10,232 SF	
701AL MPEPHOLO.	72,870 BF	
LOT CONSTAGE:	1.7N	
VINIMUM BUILDING LINE	Morram	
PUBLIC STREET:	207	
506	10	
NUM	10	
BUFFERTAND	MINITURE / NOTES	
STREET	10 - Type W - lot size over 175,000 square feet	
369	tv - type sz	
PARKING SUMMANT		
PEQUIRED.	1 parking space per 500 sl of building	
	3 to skew or business = 27,000 td. 27,000 / 500 st = 54 required spaces.	
PROVIDED	60 (no. 4HC)	

#### GENERAL NOTES:

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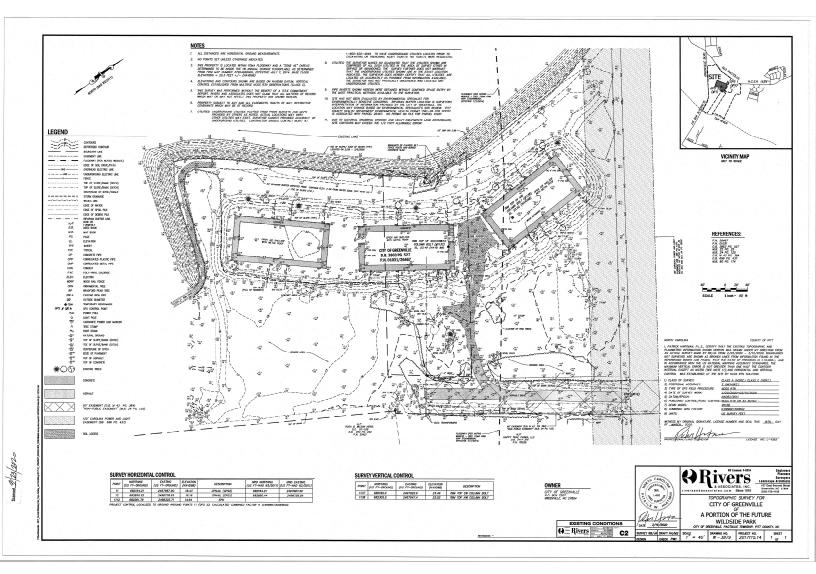


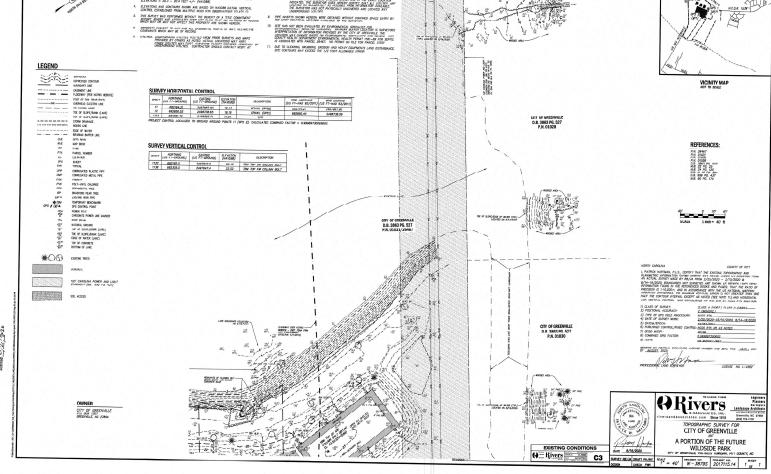
Sheet Index		
Sheet Number	Sheet Title	
C1	COVER	
C2	EXISTING CONDITIONS - PARKING LOT AND DOCK AREA	
СЗ	EXISTING CONDITIONS -CAMPING PLATFORM A	
C4	DEMOLITION AND EROSION CONTROL	
C5	EROSION CONTROL NOTES AND DETAILS	
Ce	EROSION CONTROL NOTES	
C7	SITE & LANDSCAPING PLAN	
C8	GRADING AND UTILITY PLAN	
C9	GRADING DETAILS - DOCK AREA AND SIDEWALK)	
C10	PROPOSED PRIMITIVE TRAIL LAYOUT	
C11	SITE DETAILS	
C12	SITE DETAILS	

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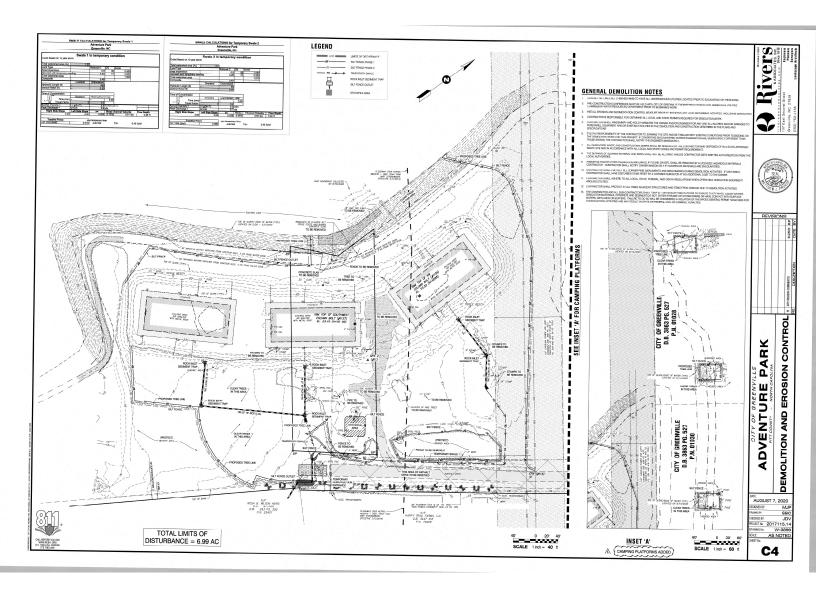


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<b>NEW STABILIZATION TIMEFRAMES</b>				
	SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS	
	PERIMETER DIKES, SWALES, DITCHES SLOPES	7 DAYS	NONE	
Ŏ	HIGH QUALITY WATER (HQW) ZONES	FDAYS	NONE	
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$\sim$	SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH	
4	ALL OTHER AREAS WITH SLOPES FLATTER THAN 4.1	14 DAYS	NONE EXCEPT FOR PERIMETER AND HOW ZONES	

#### CONSTRUCTION SEQUENCE



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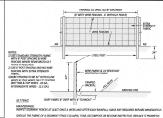


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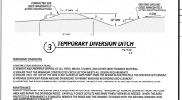
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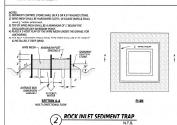
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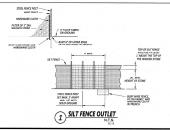
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EROSION CONTROL NOTES AND DETAILS PARK Ш ADVENTUR

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EFFECTIVE: 04/01/19 NORTH CAROLINA Environmental Quality Releases of haardous substances in excess of reportable quantities under Section 311
of the Clean Water Act (Ref. 40 CR 1183 and 40 CR 117.3) or Section 102 of CRCLA
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NORTH CAROLINA Environmental Quality

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**EROSION CONTROL NOTES** 

ADVENTURE PARK

AUGUST 7, 2020

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60XED BY. JDV

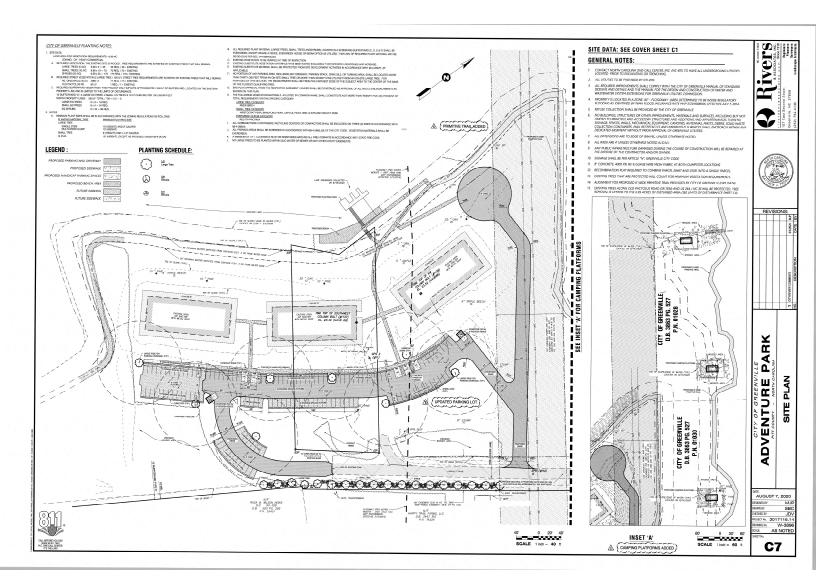
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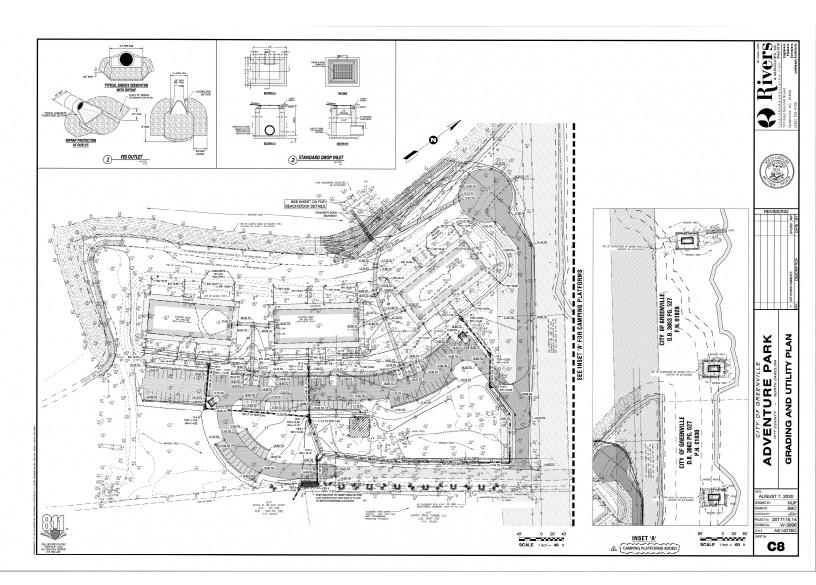
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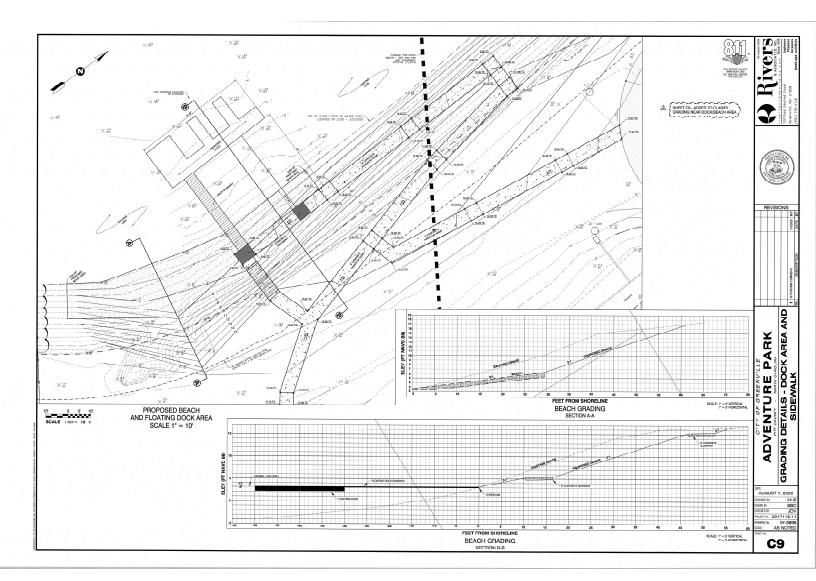
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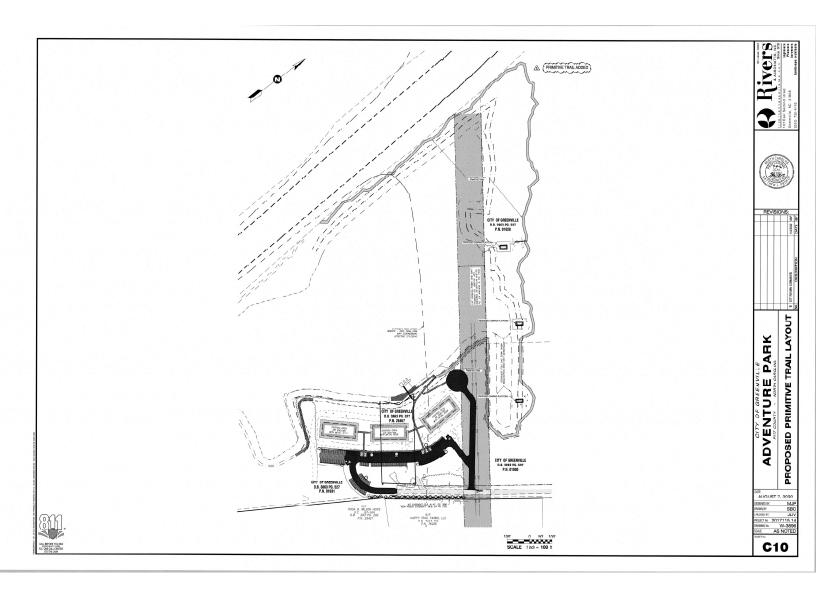
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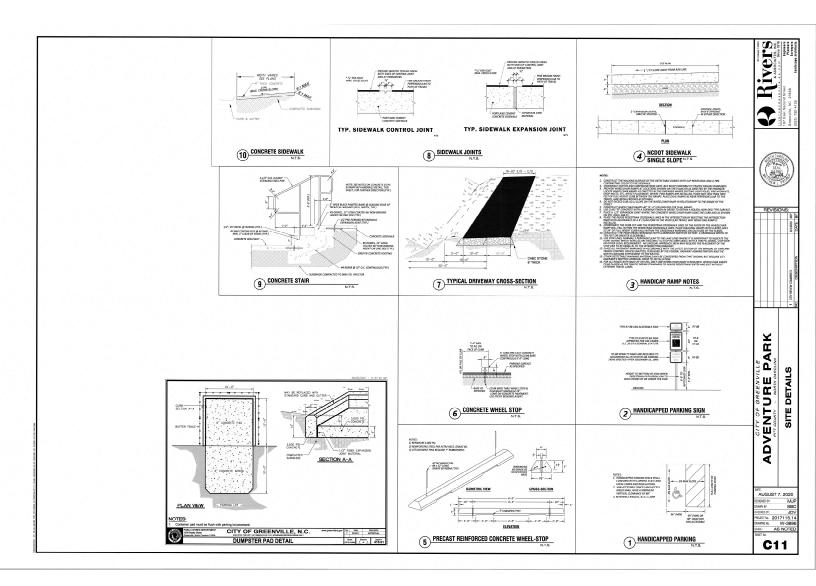
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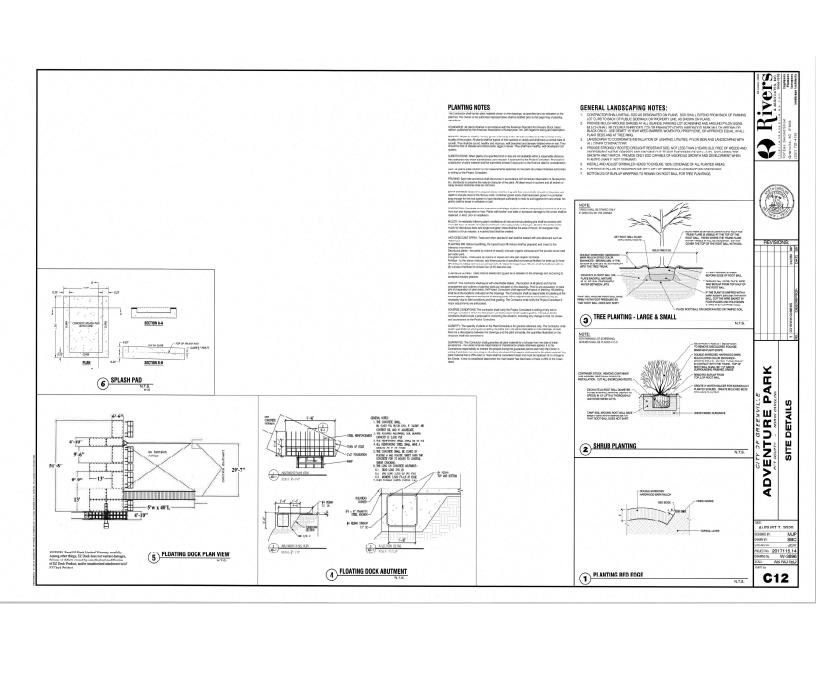




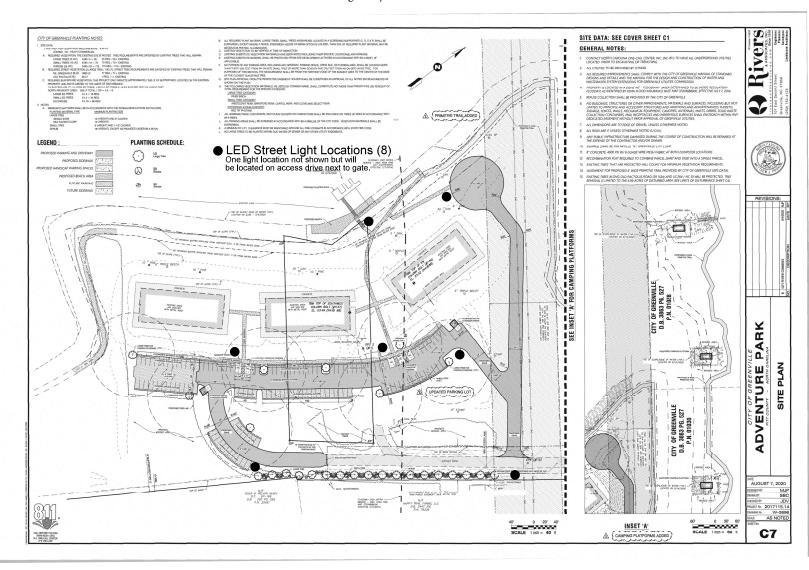


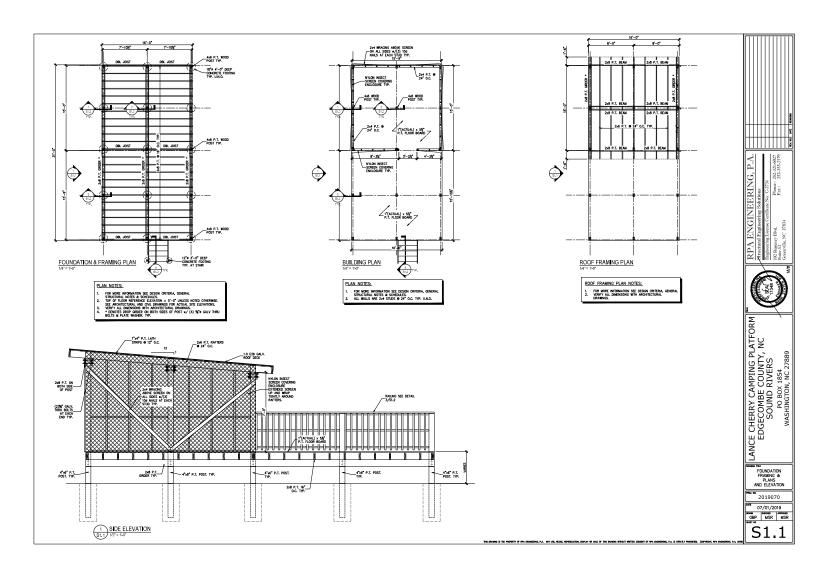


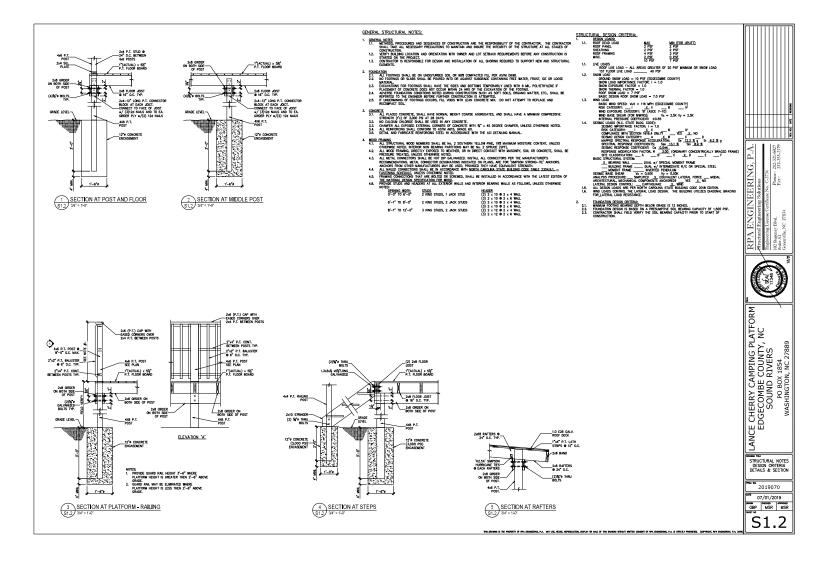




### Street Light Layout







### **ATTACHMENT C**

City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program

City of Greenville
Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.

### City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

### \$100,000 and Construction Guidelines for MWBE Participants

### **Policy Statement**

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

#### **Goals and Good Faith Efforts**

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes	10%	6%
Construction Manager at Risk.		

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only. Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other. A complete database of NC HUB certified firms may be found at <a href="http://www.doa.nc.gov/hub/">http://www.doa.nc.gov/hub/</a>. An internal database of firms who have expressed interest to do business with the City and GUC is available at <a href="http://www.greenvillenc.gov">www.greenvillenc.gov</a>. However, the HUB status of these firms <a href="must be verified">must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive <u>prior authorization</u> from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instru	ictio	ns
1113414	10010	113

The Bidder shall provide with the bid the following documentation:				
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)			
	Affidavit A (if subcontracting)			
OR				
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)			
	Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)			
Within 72 hours or 3 business days after notification of being the <u>apparent low bidder</u> who is subcontracting anything must provide the following information:				
	Affidavit C (if aspirational goals are met or are exceeded)			
OR				
	Affidavit D (if aspirational goals are <u>not</u> met)			
After award of contract and prior to issuance of notice to proceed:				
	Letter(s) of Intent or Executed Contracts			
**With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to <a href="MWBE">MWBE</a> subcontractors.				
***If a	change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form.			

#### **Minimum Compliance Requirements:**

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.

# Identification of Minority/Women Business Participation

Name, Address and Phone #	Work type	*MWBE Category
WBE categories: Black, African American ( <b>B</b> ), Hispa Female ( <b>F</b> ) Socially and Economica		
If you will not be utilizing MWBE contract	ctors, please certify by	entering zero "0"

### City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

Co	unty of					
A C(	(Name of Bidder)					
ΑĦ	idavit of I have made a good faith effort to comply under the following areas checked:					
Bio	Iders must earn at least 50 points from the good faith efforts listed for their bid to be					
CO	nsidered 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.					
	<b>3 – (15 pts)</b> Broken down or combined elements of work into economically feasible units to facilitate minority participation.					
	<b>4 – (10 pts)</b> 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.					
	<b>6 – (20 pts)</b> 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.					
	<b>8 – (25 pts)</b> 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.					
lde be	e undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the ntification of Minority/Women Business Participation schedule conditional upon scope of contract to executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) lure to abide by this statutory provision will constitute a breach of the contract.					
	e undersigned hereby certifies that he or she has read the terms of the minority/women business nmitment and is authorized to bind the bidder to the commitment herein set forth.					
Dat	te:Name of Authorized Officer:					
	Signature:					
,	Title:					
	State of, County of					
	SEAL Subscribed and sworn to before me thisday of20					
\	Notary Public					
	My commission expires					

# City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of		<u> </u>
Affidavit of		
I hereby certify that it is our intent	Nam) to perform 100°	me of Bidder) 0% of the work required for the
		contract.
(Nam	e of Project)	
	erforms and ha	t the Bidder does not customarily subcontract elements has the capability to perform and will perform <u>all</u> own current work forces; and
The Bidder agrees to provide any support of the above statement.	additional infor	rmation or documentation requested by the owner in
The undersigned hereby certifies t Bidder to the commitments herein		has read this certification and is authorized to bind the
Date: Name of Author	orized Officer:_	
	Signature:_	
	Title	
SEAL	ride	
State of	_, County of	
State ofSubscribed and sworn to before me tl	his	day of20
Notary Public	,	
My commission expires		

Do not submit with bid Do not submit with bid Do not submit with bid

# City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWRF Firm

		Performed by	MWBE Firms
County of			
(Note this form is to be submitted only by th	e apparent	lowest responsible,	responsive bidder.)
If the portion of the work to be executed by MW COG/CITY MWBE Plan sec. III is equal to or gr the bidder must complete this affidavit. This aff responsible, responsive bidder within <u>72 hours</u>	<u>eater than 1</u> idavit shall b	6% of the bidders tota be provided by the app	al contract price, then parent lowest
Affidavit of(Name of Bio	dder)	I do he	ereby certify that on the
Project ID#(Project Name)	Amount	t of Bid \$	
I will expend a minimum of% of the to enterprises and a minimum of% of the enterprises. Minority/women businesses will suppliers or providers of professional services. listed below.  Attach addit	be employe	d as construction su will be subcontracted	bcontractors, vendors,
Name and Phone Number		Work description	Dollar Value
*Minority categories: Black, African American ( <b>B</b> ), He Female ( <b>F</b> ) Socially and Economic Pursuant to GS143-128.2(d), the undersigned	omically Disa	dvantaged ( <b>S</b> ) Disabled	( <b>D</b> )
work listed in this schedule conditional upon excommitment may constitute a breach of the con	ecution of a		
The undersigned hereby certifies that he or she authorized to bind the bidder to the commitmen			tment and is
Date:Name of Authorized Officer:			
Signature	: <u> </u>		
Title	:		
SEAL State of	, County	of	
Subscribed and sworn to be Notary Public	efore me this	day of	_20
My commission expires			

### City of Greenville AFFIDAVIT D - Good Faith Efforts

County of	ed only by the apparent low	est responsible, respons	sive bidder.)	
If the goal of 16% participation provide the following document	,		Bidder shall	
Affidavit of		I do he	reby certify	
that on the	(Name of Bidder)			
	(Project Name)			
Project ID#	Amount of Bid \$			
I will expend a minimum of business enterprises and a min women business enterprises. I subcontractors, vendors, suppli subcontracted to the following f	imum of% of the full of	otal dollar amount of the s will be employed as co ional services. Such wo	e contract with	
Name and Phone Number	*MWBE Category		Dollar Value	

**Examples** of documentation 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.
- 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.

<sup>\*</sup>Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE 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 <u>:</u>	Name of Authorized Officer:	
	Signature:	
	Title:	
	State of, County of	
SEAL	Subscribed and sworn to before me thisday of	20
	/ Notary Public My commission expires	

# LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form <u>or</u> executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT:			
	(Project Name)		
TO:			
	(Name of Prime Bidder/	Architect)	
The undersigned intends to perform	n work in connection with	the above project a	as a:
Minority Business Enterprise	W	omen Business En	terprise
The MWBE status of the undersign Businesses (required) Yes		fice of Historically	Underutilized
The undersigned is prepared to perservices in connection with the abo	_	•	e materials or
/ork/Materials/Service Provided	Dollar Amount of Contract	Projected Start   Date	Projected End Date
	(Date)		
(Address)		Name & Phone No. of I	MWBE Firm)
(Name & Title of Authorized Representat	ive of MWBE) (Signature	e of Authorized Repres	entative of MWBE)

### REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project:	
Bidder or Prime Contractor:	
Name & Title of Authorized Representat	ive:
Address:	Phone #:
	Email Address:
Total Contract Amount (including appro	ved change orders or amendments): \$
Name of subcontractor:	
Good or service provided:	
Proposed Action:	
Replace subcontractorPerform work with own forces	
For the above actions, you must provide one reason):	e of the following reasons (Please check applicable
The listed MBE/WBE, after having had execute a written contract.	l a reasonable opportunity to do so, fails or refuses to
The listed MBE/WBE is bankrupt or ins	solvent.
The listed MBE/WBE fails or refuses to materials.	perform his/her subcontract or furnish the listed
	ntractor is unsatisfactory according to industry plans and specifications; or the subcontractor is gress of the work.

If replacing subcontractor:	
Name of replacement subcontractor:	
The MWBE status of the contractor is certified by the NC Office Businesses (required)YesNo	e of Historically Underutilized
Dollar amount of original contract \$	
Dollar amount of amended contract \$	
Other Proposed Action:	
<del></del>	Add additional subcontractor Other
Please describe reason for requested action:	
If <u>adding*</u> additional subcontractor:	
The MWBE status of the contractor is certified by the NC Office Businesses (required)YesNo	e of Historically Underutilized
*Please attach Letter of Intent or executed contract document	
Dollar amount of original contract \$	
Dollar amount of amended contract \$	
	Interoffice Use Only:
	ApprovalYN
	Date
	Signature

Do not submit with the bid Do not submit with the bid Do not submit with the bid

# **Proof of Payment Certification**MWBE Contractors, Suppliers, Service Providers

Pay Application No. \_\_\_\_\_

			Purch	ase Order No.
Project Name:				
rime Contractor:				
urrent Contract Amount (including char	nge orders): \$			
equested Payment Amount for this Peri	od: \$			
this the final payment?YesN	Io			
Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining
*Minority categories		( <b>B</b> ), Hispanic or Latino ( <b>L</b> ), Asian A Economically Disadvantaged ( <b>S</b> ) Di		an ( <b>i</b> ),
nte:		Certified By: _		
			Na	me
			Ti	tle
			G:-	mature