

CITY OF WILMINGTON, NC

RE-BID INVITATION

BIDS ARE DUE:

APRIL 16, 2020 at 3:00 PM

MANDATORY PRE-BID MEETING: MARCH 19, 2020 at 3:00 PM

PROJECT NAME:

**MUNICIPAL GOLF COURSE CLUBHOUSE
FACILITY ADDITIONS & RENOVATIONS**

PROJECT NUMBER:

9GF1857

CONTRACT NUMBER:

PB-SSA-0420

PROJECT MANAGER:

AMY BEATY (910) 341-5838

PROJECT ARCHITECT:

SAWYER SHERWOOD (910) 762-0892

SUBMIT BIDS TO:

**PURCHASING MANAGER
PO BOX 1810
305 CHESTNUT ST., 5th FLOOR
WILMINGTON, NC 28402-1810
(910) 341-7830**

BIDDERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

LICENSE NO.: _____

**MUNICIPAL GOLF COURSE CLUBHOUSE FACILITY ADDITIONS &
RENOVATIONS
PB-SSA-0420
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AIA 201-2017

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ADVERTISEMENT FOR RE- BIDS
CITY OF WILMINGTON, NC
MUNICIPAL GOLF COURSE CLUBHOUSE FACILITY ADDITIONS & RENOVATIONS
CONTRACT NUMBER: PB-SSA-0420

Pursuant to North Carolina General Statute 143-129, sealed proposals addressed to the Purchasing Manager, P.O. Box 1810, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402, and marked “Municipal Golf Course Clubhouse Facility Additions & Renovations” will be received until **3:00 p.m., Thursday, April 16, 2020** at which time they will be publicly opened and read at the Purchasing Division, 305 Chestnut Street, 5th Floor, Wilmington, NC. The City will receive SINGLE PRIME BIDS ONLY for this project.

Project Description: Renovations to the Clubhouse includes expansion of the pro shop and lounge area by utilizing space that is currently not used. A kitchen prep area will be built. The covered porch will be expanded and associated site improvements. The construction of a new cart barn.

All firms submitting bids for the proposed work must be properly licensed under Chapter 87, N. C. General Statutes. The bidder’s license number must appear on the outside of the envelope.

In accordance with the City of Wilmington’s Minority/Disadvantaged Business Policy, the bidder shall make good faith efforts, as defined by the Bid Specifications, to subcontract 14% of the dollar value of the prime contract to businesses which are at least 51% owned and controlled by minority, socially, and/or economically disadvantaged individuals (MBE/DBE’s). A complete copy of the City of Wilmington’s MBE/WBE policy is available for inspection at the Purchasing Manager’s Office.

If the bidder fails to achieve the contract goal stated herein, it is required to provide documentation demonstrating that it made a good faith effort in attempting to meet the established goals. A bid which fails to meet these requirements will be considered non-responsive and will be rejected.

Potential Subcontract opportunities which may exist on this project include, but may not be limited to: Hauling, Electrical, Landscaping, Excavation, Site Work, Payment Markings, Concrete, Masonry, Asphalt, Carpentry, Painting, Utilities, Flooring and Installation, Signage, HVAC, Plumbing, Drywall, Suppliers and other items not specifically referenced herein.

A **Mandatory** Pre-Bid Conference will be held at 3:00 p.m., Thursday, March 19, 2020 at 311 Donald Ross Street, Wilmington, NC. All parties interested in the project are invited to attend.

Plans, Specifications and Bid Documents are available for review at the Office of the Purchasing Manager, 305 Chestnut Street, 5th Floor Wilmington, NC. Potential subcontractors may secure a list of potential prime contractors from the City’s website, www.wilmingtonnc.gov.

The City of Wilmington does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

Bids for this project shall be guaranteed by all bidders for a period of 90 calendar days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Daryle L. Parker, CLGPO
Purchasing Manager
March 10, 2020

INSTRUCTIONS TO BIDDERS

1. Special Notice

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict bidders to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to the prospective bidders the general style, type, character, and quality of the article desired.

The award of each contract will be made to the lowest responsible bidder as soon as practicable; provided, that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization, or if ultimate economy is clearly evident.

If the project is being bid under the single and multiprime bidding methods, the CITY reserves the right to award the contract in whichever manner is in the best interest of the CITY taking into consideration the total cost of the project, including but not limited to contract administration and preparation costs.

The award of the contract represents a preliminary determination as to the qualifications of the bidder, the availability of funds for the project, and other matters precedent to the City's execution of the contract. No legally-binding acceptance of the offer set forth in the Contractor's bid occurs until the City executes the contract.

INTERPRETATIONS OF PLANS AND/OR SPECIFICATIONS PRIOR TO RECEIPT OF BIDS: If any prospective bidder feels that there are items within the plans or specifications, in the work proposed, or upon the site contemplated, which need clarification or interpretation, he shall, prior to the date and time for the receipt of bids, address a written statement to the Architect, covering the points which he feels need clarification. It shall be the responsibility of the person addressing the inquiry to see that such a request is in the hands of the Architect a minimum of seven (7) days prior to the bid opening in order to receive proper consideration and answer. Upon receipt of such a written request, the Architect will make a determination and if, in his opinion, interpretation, clarification and/or change should be made in the plans and/or specifications, he will inform each holder of the plans and specifications by written addendum of his decision or findings in the matter in question. No other procedure will be followed in interpretation or addendum to these specifications, and the City of Wilmington will not be responsible for any change unless made in accordance with this procedure.

2. Sealed Proposals Required Instructions: In accordance with the attached copy of advertisement and the following specifications, proposals will be received by the City Council of the City of Wilmington, North Carolina, at the Purchasing Division, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402, on the date and time designated in the Advertisement, when they will be publicly opened and read, the proposals properly submitted.
- a. Proposals must be placed in a sealed envelope and addressed to the Purchasing Manager, City of Wilmington, North Carolina. The envelope shall show the name and address of the bidder and be plainly marked to show the project name and number, as given in the Advertisement. The envelope must also be marked on the face to show the Contractor's North Carolina Contractor's License Number. Bid forms are contained in this bound copy of the Contract Document, copies of the proposal pages may be submitted. All information entered on proposal forms must be original and in ink. However, bidders are cautioned to submit all required forms, as referenced in the bound document, properly

signed with the sealed bid. Bid forms will be filled in and completed in all respects as required herein.

- b. Each proposal shall be accompanied by a cash deposit, cashier's check or certified check, said check to be payable to the City of Wilmington, and to be drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount equal to not less than five percent (5%) of the proposal. In lieu of making a cash or check deposit, as above provided, a bidder may file a bid bond executed by a corporate surety, licensed under the laws of the State of North Carolina to execute such bonds, said bid bond to be in an amount equal to not less than five percent (5%) of the amount of the bid, and said bid bond to be conditioned so that the surety will, upon demand, forthwith make payment to the City of Wilmington in an amount equal to the amount of said bond if the bidder fails to execute the contract as provided below. Said deposit of cash, cashier's check, certified check, or bid bond to be forfeited to the City of Wilmington in the event of the bidder's failure to execute the contract within ten (10) days after award, as required by Section 143-129 of the General Statutes of North Carolina, as amended.

Deposits will be retained by the City, as property of the several bidders until the award of the contract is made, or all bids are rejected, after which the deposits will be returned.

3. Receipt of Bids

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to opening of any bids on the project, the bidder shall be permitted to change or withdraw his bid. Modifications of previously deposited bids will be accepted only if delivered in writing or by telegram to the place of bid opening prior to the time for opening bids. Telegraphic modifications must be confirmed in writing within 72 hours of the opening of bids.

4. Withdrawal of Bids After Opening

Once any bid is opened, there shall not be any withdrawal of bids by any bidder and no bids may be returned to any bidder. After the bid opening, a Bidder may request that his bid be withdrawn from consideration without forfeiture of his bid security in accordance with the provisions of North Carolina General Statute § 143-129.1. After the opening of bids, no bid may be withdrawn, except under the provisions of, for a period of ninety (90) days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder.

5. Work Contemplated

The work contemplated in these specifications, and the prices named in the proposals will be considered to include all cost of supplying, delivering, and all labor necessary for the incorporation of all materials into the work, and the use of all tools, machinery and equipment of every name and description that is used in carrying out the plans and specifications under this contract.

6. Examination of Conditions

Bidders are cautioned to carefully examine the proposed location of work, as well as the plans and specifications, and to go over the whole project thoroughly with the Architect before submitting their bids. It is understood and agreed that the quantities in the specifications, or as shown on the plans are approximate only, and no claim will be made against the City Council for any excess or deficiency, and no allowance will be made for the failure of the bidder to estimate correctly the difficulties attending the execution of the work.

It is understood and mutually agreed that by submitting a bid the Contractor acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the Contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other Contract Documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Architect in preparing the documents. The City will make copy of all such surveys and reports available to the Bidder upon request. Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the City. Any reasonable request for access to the site will be honored by the City.

7. Adherence to Spirit of Specifications

Bidders are cautioned to adhere strictly to the spirit of the specifications in submitting their tenders, and it will be considered bad form to submit a proposal, expecting concessions after being awarded the contract by proposing the use of inferior materials and methods of construction for cheapening the work. The Architect and the City desire to aid the Contractor in every legitimate way to carry on the work economically and expeditiously as set out in these specifications, and no alternate bids will be allowed unless requested in the proposal.

8. Unit Price Bids

Where bids are received on Unit Prices, the City Council reserves the right, when stated in the Advertisement and the Proposal, to authorize an increase of fifty percent (50%) of the amount of work set out in the proposal, or to decrease it to an extent equal to fifty percent (50%) of actual cost of the original work predicted on the unit prices given in the proposal. Such increase or decrease shall not vitiate or annul the contract agreement hereinafter entered into.

9. Qualifications of Bidders

The bidder shall be required to produce substantial evidence that he is properly qualified to carry on the work as set out in the specifications. The qualifications required of all bidders are as follows: Thorough knowledge and experience in work of this character; labor and equipment in such quantities and quality as to enable the Contractor to carry on the work economically and expeditiously; financial condition must be such as not to require aid from the City Council, other than the regular monthly estimates.

10. Rejection of Bids

The City reserves the right to reject any and all bids, or to accept the bid, or bids on the entire project, or any section of the project, as given in the Proposal which, in its opinion, is to the best interest of the City.

Reasons for rejection may include, but shall not be limited to, the following:

- a. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- b. If the bidder adds any provisions reserving the right to accept or reject any award.
- c. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- d. If the bidder fails to properly complete the bid proposal form where information is requested so the bid may be properly evaluated by the City including, but not limited to, MBE/WBE/HUB/DBE forms, Affidavit of Non-Collusion, subcontractor listing and a listing of subcontractor contacts and their bids.
- e. If the unit prices contained in the bid schedule are unacceptable to the City.
- f. If the bidder fails to comply with other instructions stated herein.

11. Performance Bond

The successful Bidder upon award of contract, shall furnish a Performance Bond in an amount equal to 100 percent of the contract price.

12. Payment Bond

The successful Bidder, upon award of contract, shall furnish a Payment Bond in an amount equal to 100 percent of the contract price.

13. Substitutions

Bids shall be based upon the articles and materials named in the specifications. Substitutions may be made only under the following conditions:

- a. Substitutions will be allowed in exceptional cases only where the Contractor, through no fault of his own, is unable to obtain the specified items.
- b. Substitutions may be defined during the bid period. The proposed substitute product or material information shall be submitted to the Architect no later than 10 days prior to the bid date. The Architect will review the request and identify accepted substitutes by addenda to all plan holders.

BIDDER'S CHECKLIST

1. READ AND UNDERSTAND ALL SPECIAL NOTICES.
2. SIGN AFFIDAVIT OF NON-COLLUSION A-1 AND HAVE THIRD PARTY NOTARIZE PAGE A-2*
3. SIGN AFFIDAVIT OF COMPLIANCE WITH NC E-VERIFY STATUTES A-3*
4. READ AND UNDERSTAND MBE/DBE PROVISIONS MBE-1 TO MBE-4.
5. COMPLETE, SIGN AND SUBMIT WITH THE BID, AFFIDAVIT A “AFFIDAVIT OF GOOD FAITH COMPLIANCE” LISTING OF THE GOOD FAITH EFFORT INDICATING ALL ACTIONS UNDERTAKEN, AS DESCRIBED IN THE FORM, TO RECRUIT MINORITY PARTICIPATION ON THIS PROJECT. (AFFIDAVIT A)*
6. SUBMIT A LISTING OF PARTICIPATING SUBCONTRACTORS AND SUPPLIERS.
7. PORTION OF WORK TO BE PERFORMED BY M/WBE FIRMS (AFFIDAVIT C) **
8. BIDDERS GOOD FAITH EFFORTS (AFFIDAVIT D) **
9. LIST ALL FIRMS CONTACTED TO PERFORM SUBCONTRACT WORK IN ACCORDANCE WITH THE SPECIAL NOTICE.
10. COMPLETE THE PROPOSAL SECTION AND SIGN.*
11. ALL ADDENDA ISSUED FOR THIS PROJECT HAVE BEEN SIGNED OR ACKNOWLEDGED ON THE PROPOSAL PAGE.
12. THE BID SURETY IS ENCLOSED AND PROPERLY EXECUTED.*
REFERENCE PARAGRAPH 2.b of the INSTRUCTIONS TO BIDDERS.
13. BID ENVELOPE SEALED AND MARKED WITH THE BIDDERS NAME, LICENSE NUMBER, PROJECT NAME AND NUMBER. NOTE: MULTIPLRIME AND SINGLE PRIME BIDS FROM THE SAME BIDDER MUST BE IN SEPARATE CLEARLY MARKED ENVELOPES.
14. ENVELOPE ADDRESSED AND MARKED:
PURCHASING MANAGER
CITY OF WILMINGTON
PO BOX 1810
305 CHESTNUT STREET, 5th FLOOR
WILMINGTON, NC 28402
BID NAME: _____
15. THE BID MUST BE MAILED OR DELIVERED TO THE ABOVE ADDRESS SO THAT RECEIPT IS PRIOR TO THE TIME AND DATE OF THE BID OPENING. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. THE CITY OF WILMINGTON ASSUMES NO RESPONSIBILITY FOR MAIL DELIVERY.

*Failure to complete these items and submit with the bid document may be cause for rejection of the Bid.

**Only applies to low bidder. Submit within 72 hours of notification of low bid.

SPECIAL NOTICE TO ALL BIDDERS

MARCH 23, 1990

1. Bid Rigging Affidavit

In accordance with the City of Wilmington's Bid Rigging and Conflict of Interest Ordinances, an Affidavit and Certificate of Non-Collusion and Non-Suspension is enclosed, Pages A-1, and A-2. The affidavit must be properly filled out, sealed and attested in order for your bid to be considered.

2. Minority Business Policy

The MBE/WBE/HUB/DBE statement, MBE-4, must be properly filled out in order for your bid to be considered.

3. Bid Documents

The City reserves the right to waive any immaterial defects in the bid documents.

4. Federal Funding

This project may be funded in whole or in part with Federal funds and all bidders are advised to pay strict attention to the Federal requirements which may be attached. Bid packages which include Affirmative Action under Section 3 require that each bidder submit with his bid an Affirmative Action Plan. The City will not require bidders to submit their plan with the bid. However, it will be required and must be submitted by the lowest responsible bidder and approved by the City prior to beginning work.

Paragraph 3 applies only if Federal Regulations are included in the Bid Documents.

If you have any questions concerning these requirements, please contact my office.

Daryle L. Parker, CLGPO
Purchasing Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2020.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit

was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE
with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by
and on behalf of _____ (hereinafter the "Employer") after
being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C.G.S. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C.G.S. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C.G.S. §64-26.
5. Employer shall keep the City of Wilmington informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My commission expires: _____

CITY OF WILMINGTON
MBE/WBE/HUB/DBE POLICY STATEMENT

SPECIAL NOTICE

1. ALL FIRMS SUBMITTING BIDS FOR THIS PROJECT MUST MAKE A GOOD FAITH EFFORT, AS DEFINED ON PAGES MBE-1 TO MBE-3, TO SUBCONTRACT 14% OF THE WORK TO CERTIFIED MBE/WBE/HUB/DBE FIRMS. THIS REQUIREMENT APPLIES EVEN THOUGH THE BIDDER HAS THE CAPABILITY OF PERFORMING ALL WORK WITH HIS OWN FORCES OR IF THE BIDDER IS A CERTIFIED MBE/WBE CONTRACTOR.

2. AS PART OF THE SUBMITTED BID DOCUMENT BIDDERS MUST SUBMIT A LISTING OF ALL SUBCONTRACTORS CONTACTED OR ATTEMPTED TO CONTACT FOR WORK ON THIS CONTRACT. THE LIST MUST INCLUDE THE FIRM NAME, CONTACT PERSON, PHONE NUMBER, TYPE OF SUBCONTRACT WORK, INDICATION AS TO MBE/WBE/HUB/DBE FIRM OR NON-MBE/WBE/HUB/DBE FIRM, AND DOLLAR AMOUNT OF THE WORK. THE LISTING MUST INDICATE THE FIRM TO BE UTILIZED FOR THE SUBCONTRACT WORK. A FORM IS INCLUDED HEREIN FOR THIS LISTING.

A FORM IS INCLUDED HEREIN FOR THIS PURPOSE HOWEVER, BIDDERS MAY SUBMIT THE DATA ON THEIR OWN FORM.

3. AS PART OF THE SUBMITTED BID DOCUMENTS, ALL BIDDERS MUST SUBMIT, THE ENCLOSED "AFFIDAVIT OF GOOD FAITH COMPLIANCE". THE AFFIDAVIT MUST INCLUDE EVIDENCE OF THE GOOD FAITH EFFORTS MADE BY THE BIDDER TO CONTRACT WITH AND HIRE MBE/WBE/HUB/DBE FIRMS AS SUBCONTRACTORS FOR THIS PROJECT.

A LISTING OF GOOD FAITH EFFORTS THAT THE CITY WILL REVIEW AND CONSIDER IS CONTAINED IN THE BID DOCUMENT.

"The bidder/proposer shall make good faith efforts, as defined in the bid specifications, to subcontract **14%** percent of the dollar value of the prime contract to business owned and/or controlled by minority, socially, and or economically disadvantaged individuals (MBE/WBE/HUB/DBE's).

Bidders are required to submit information concerning MBE/WBE/HUB/DBE's which will participate in the contract. The information will include (1) name and address of each MBE/WBE/HUB/DBE; (2) a description of the work to be performed by named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it is required to provide documentation demonstrating that it made good faith efforts in attempting to meet established goals. A bid that fails to meet these requirements will be considered non-responsive."

SPECIAL PROVISION
MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
CITY OF WILMINGTON, NC
POLICY:

It is the policy of the City of Wilmington that MBE/WBE/HUB/DBE enterprises as defined in N.C.G.S. § 143-128(g)(1)(2) and (3) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part by City funds under this agreement. Consequently, the MBE/WBE/HUB/DBE requirements of N.C.G.S. § 143-128 apply to this bid and any subsequent contract.

MBE/WBE/HUB/DBE OBLIGATION:

The City and its contractor agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with NCGS 143-128 to ensure that MBE/WBE/HUB/DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. The City of Wilmington and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract.

NOTICE:

All bidders, potential contractors, or subcontractors for this contract are hereby notified that failure to carry out the City of Wilmington policy and MBE/WBE/HUB/DBE obligation, as set forth herein, shall constitute a breach of contract which may result in the termination of the contract or other such remedy as deemed appropriate by the City.

SUBCONTRACT CLAUSES:

All bidders and potential contractors hereby assure the City that they will include the above clauses in all subcontracts which offer further subcontracting opportunities. The terms, conditions and requirements of each contract between the contractor and each subcontractor performing work under a subdivision of branch of work listed in the bid documents shall incorporated by reference the terms, conditions and requirements of this contract between the CITY and the CONTRACTOR.

CONTRACT AWARD:

Bidders are hereby advised that meeting the MBE/WBE/HUB/DBE subcontract goals or making a "GOOD FAITH EFFORT" as defined below to meet such goals are conditions for being awarded this contract. The City proposes to award the contract to the lowest responsible bidder submitting a reasonable bid, provided s/he has made a "GOOD FAITH EFFORT" as defined below to meet the established MBE/WBE/HUB/DBE participation goals.

Bidders are advised that the City has the sole authority to determine if the bidder has made a "GOOD FAITH EFFORT" toward meeting the MBE/WBE/HUB/DBE goals to qualify for contract award. The City reserves the right to reject any and all bids submitted.

SUBSTITUTION OF MBE/WBE/HUB/DBE SUBCONTRACTORS

MBE/WBE/HUB/DBE firms identified in the bid document may not be substituted or replaced without just cause and only with the written approval of the CITY. If a substitution is agreed to by the CITY, the CONTRACTOR must make a good faith effort to replace the MBE/WBE/HUB/DBE with another MBE/WBE/HUB/DBE firm.

MBE/WBE/HUB/DBE SUBCONTRACT GOALS:

The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows: 14% * MBE/WBE/HUB/DBE *

***MBE/WBE/HUB/DBE GOALS ARE ACCOMPLISHED VIA SUBCONTRACTS PERFORMED BY CERTIFIED BUSINESSES. SUBCONTRACTS MAY INCLUDE SUPPLYING OF MATERIALS.**

AVAILABLE MBE/WBE/HUB/DBE's

MBE/WBE/HUB/DBE firms may be utilized by the bidder provided they meet the minimum requirements as established by NCGS 143-128 and are certified seven (7) days prior to award in accordance with the MBE/WBE/HUB/DBE program.

Bidders may access the N. C. Dept. of Administration, NCDOT web site for certified firms. Failure to achieve the goal and failure to contact known MBE/WBE/HUB/DBE firms on all lists referenced herein may not qualify as a good faith effort to identify and hire MBE/WBE/HUB/DBE firms.

MBE/WBE/HUB/DBE firms certified by the Department of Transportation or Department of Administration may be counted toward to established goal.

Firms listed by the bidder as certified which are not on the Department of Transportation or Department of Administration's list of certified firms must provide evidence of certification.

CONTRACTORS REQUIRED SUBMISSIONS:

If the bidder fails to meet the contract goals established herein, s/he must submit information, which will assist the City in determining whether or not the bidder made acceptable "GOOD FAITH EFFORTS" to meet the contract goals. **Failure to meet the goals by lack of "GOOD FAITH EFFORTS" will disqualify the bidder's proposal.**

The bidder shall complete all forms included herein which pertain the verification of MBE/WBE/HUB/DBE participation and/or good faith efforts made as part of the bid.

DEFINITION

"GOOD FAITH EFFORT"

In accordance with the North Carolina Administrative Code 01-NCAC 301.0101 and the North Carolina General Statutes, the bidder must earn a minimum of 50 points from the good faith efforts listed below in order to be deemed to have made a good faith effort. If the bidder meets the 14% goal, the bidder shall be deemed to have met the good faith effort.

The following is a list of items which the contractor and the city may use in making a determination as to the acceptability of contractors "GOOD FAITH EFFORT" in meeting the goals established herein.

(1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed. 10 POINTS

(2) Making 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 bid or proposals are due. 10 POINTS

(3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. 15 POINTS

(4) Working 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. 10 POINTS

(5) Attending any prebid meetings scheduled by the public owner. 10 POINTS

(6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. 20 POINTS

(7) Negotiating in good faith with interested minority businesses and not rejecting 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. 15 POINTS

(8) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. 25 POINTS

(9) Negotiating 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. 20 POINTS

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. 20 POINTS

PAY REQUESTS AND MAINTENANCE OF RECORDS:

The contractor shall maintain adequate records of the MBE/WBE/HUB/DBE's performance and payments and shall submit regular reports to the City. These reports shall be sent with the contractors monthly "REQUEST FOR CONTRACT PAYMENT". The request shall include a breakdown of the amount of the payment to be made by the City which will be paid to the MBE/WBE/HUB/DBE's identified in the bid documents.

PROHIBITED AGREEMENTS:

Agreements between the bidder/proposer and a MBE/WBE/HUB/DBE in which the MBE/WBE/HUB/DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

ATTACH THIS PAGE TO THE BID

**City of Wilmington - AFFIDAVIT A – “AFFIDAVIT OF GOOD FAITH COMPLIANCE”
Listing of the Good Faith Effort**

Affidavit of _____
(Name of Bidder)

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

The bidder must earn a minimum of 50 points from the good faith efforts listed below in order to be deemed to have made a good faith effort.

- 1 - 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. 10 points**
- 2.-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. 10 points**
- 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. 15 points**
- 4 - 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. 10 points**
- 5 - Attended pre-bid meetings scheduled by the public owner. 10 points**
- 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. 20 points**
- 7 - 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. 15 points**
- 8 - 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. 25 points**
- 9 - 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. 20 points**
- 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. 20 points**

Total Points

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

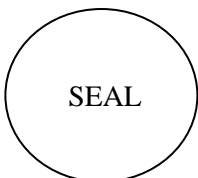
Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public _____

My commission expires _____



City of Wilmington - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than fourteen percent (14%) of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

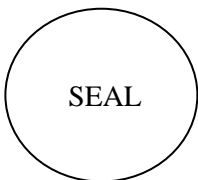
Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 2020

Notary Public _____

My commission expires _____

City of Wilmington

AFFIDAVIT D – Good Faith Efforts

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

If the goal of 14% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of: _____
(Name of Bidder)

Project Name: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.
(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

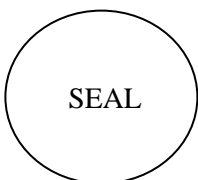
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 2020

Notary Public _____

My commission expires _____

POTENTIAL SUBCONTRACTING OPPORTUNITIES

CONTRACT NAME: MUNICIPAL GOLF COURSE FACILITY ADDITIONS & RENOVATIONS

PROJECT NUMBER: PB-SSA-0420

WORK ITEM DESCRIPTION: Hauling, Electrical, Landscaping, Excavation, Site Work, Payment Markings, Concrete, Masonry, Asphalt, Carpentry, Painting, Utilities, Flooring and Installation, Signage, HVAC, Plumbing, Drywall, Suppliers and other items not specifically referenced herein.

THE ABOVE LISTED AREAS OF SUBCONTRACT OPPORTUNITIES ARE THE AREAS THAT HAVE BEEN IDENTIFIED BY THE CITY STAFF AND/OR THE CITY CONSULTANTS FOR THE ABOVE REFERENCED PROJECT.

THE LIST IS BY NO MEANS EXHAUSTIVE AND BIDDERS ARE ENCOURAGED TO SEARCH FOR OTHER AREAS OF POTENTIAL SUBCONTRACTING OPPORTUNITIES. THE BIDDERS EFFORTS IN THIS REGARD WILL ALSO BE A CONSIDERATION IN THE CITY'S REVIEW OF THE GOOD FAITH EFFORT.

IF THERE ARE NO IDENTIFIED AREAS OF POTENTIAL SUBCONTRACT OPPORTUNITIES FOR A PARTICULAR CONTRACT THEN THE BIDDER MUST MAKE A GOOD FAITH EFFORT TO IDENTIFY OTHER AREAS OF POTENTIAL SUBCONTRACT WORK.

THE REQUIREMENT TO MAKE A "GOOD FAITH EFFORT" APPLIES TO ALL CONTRACTS ESTIMATED BY THE CITY TO BE IN EXCESS OF \$50,000. THE POLICY DOES NOT APPLY TO CONTRACTS BELOW \$50,000.

THE CONTRACT GOAL FOR MBE/WBE/HUB/DBE PARTICIPATION IS 14%.

MBE/WBE/HUB/DBE Web Sites

North Carolina Department of Administration
www.doa.state.nc.us/hub

North Carolina Department of Transportation
www.ncdot.org

Bidders should furnish evidence as part of the post bid submittal that the above referenced web sites were used in attempting to contact MBE/WBE/HUB/DBE firms and as part of their good faith efforts.

REPORT OF PARTICIPATING SUBCONTRACTORS AND SUPPLIERS

Please supply data for all subcontractors and suppliers, whose services will be utilized on the project being bid upon by your firm. This document must be completed and submitted along with the bid proposal.

BIDDER'S NAME _____ PROJECT: _____

BID IS FOR: GENERAL CONSTRUCTION (); ELECTRICAL (); HVAC (); PLUMBING ()
AMOUNT OF BID \$ _____ VALUE OF SUBCONTRACTS \$ _____

PERCENTAGE OF **CERTIFIED MBE/WBE/HUB/DBE** PARTICIPATION _____%

CERTIFIED MBE/WBE/HUB/DBE SUBCONTRACTORS AND SUPPLIERS:

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

NAME OF FIRM: _____ PHONE: _____
ADDRESS: _____ OWNER'S NAME: _____

() SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

=====

PLEASE LIST BELOW ALL OTHER SUBCONTRACTORS AND SUPPLIERS AND NON-CERTIFIED MBE/WBE/HUB/DBE's.

PERCENTAGE OF OTHER SUBCONTRACTORS, SUPPLIERS AND NON-CERTIFIED MBE/WBE/HUB/DBE's _____%

OTHER SUBCONTRACTORS & SUPPLIERS AND NON-CERTIFIED MBE/WBE/HUB/DBE's:

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

NAME OF FIRM: _____ PHONE: _____
 ADDRESS: _____ OWNER'S NAME: _____
 _____ () SUBCONTRACTOR () SUPPLIER

WORK/SERVICE TO BE PERFORMED: _____
 AMOUNT TO BE PAID \$ _____ % OF TOTAL _____

COMPLETE AND SUBMIT ALONG WITH AFFIDAVIT C OR AFFIDAVIT D

In order for the City to determine the Good Faith Effort performed by the bidder, the bidder must list ALL firms contacted to perform subcontract work for the project.

SUBCONTRACT CONTACT SCHEDULE

PRIME CONTRACTOR: _____

PROJECT NAME: Municipal Golf Course Clubhouse Renovation, Golf Cart Storage Facility & Maintenance Building Addition

DATE: _____

DATE CONTACTED	NAME & ADDRESS OF PERSON/BUSINESS CONTACTED	PHONE NUMBER	SERVICE PROVIDED	PERSON MAKING CONTACT	CERTIFIED MBE/WBE/HUB/DBE? YES/NO	RESPONSE	PRICE QUOTED

I HEREBY CERTIFY THAT THE SUBCONTRACTORS LISTED ABOVE WERE CONTACTED BY MY FIRM, AND REQUESTED TO SUBMIT QUOTES ON THE ABOVE REFERENCED PROJECT. ALL INTERESTED SUBCONTRACTORS WERE NEGOTIATED WITH IN GOOD FAITH.

I hereby certify that the above referenced information is true and accurate.
Inaccurate information provided in the bid document will be reported to the North Carolina Attorney General’s office and result in investigations and/or legal action against the bidder

SIGNED: _____ TITLE: _____ COMPANY: _____

NEW HANOVER COUNTY

CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this the ____ day of _____, 2020 by and between the CITY OF WILMINGTON, NORTH CAROLINA, a Municipal Corporation located in New Hanover County (hereinafter called "CITY"); and 1. a corporation organized under the laws of the State of _____; 2. a non-profit corporation organized under the laws of the State of _____; 3. an unincorporated association having its principal place of business in _____; 4. a resident of _____; or 5. owner of a partnership organized under the laws of the State of _____, with its principal offices in _____ (hereinafter called "CONTRACTOR").

WITNESSETH:1. Purpose

The CITY hereby employs the CONTRACTOR to furnish all labor materials and equipment to perform all work in manner and form as specified by the attached plans, specifications and documents consisting of, but not limited to: Advertisement, Instructions to Bidders, General Conditions, Supplementary General Conditions, Technical Specifications, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

Municipal Golf Course Clubhouse Facility Additions & Renovations as specified herein and on the plans, specifications, contract documents, drawings, addenda and change orders (if any).

2. Term of Contract/Liquidated Damages

The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written order from the Purchasing Manager, and shall complete all work hereunder as set forth in Article 8 of the General Conditions (As used herein reference to the "General Conditions" include any modifications thereto as set forth in the "Supplementary General Conditions"). CONTRACTOR further agrees to pay liquidated damages as provided in Articles 8 and 9 of the General Conditions for failure to complete the work within the Contract Time.

3. Extra Work

In the event extra work is necessary, not set forth or contemplated in this contract, the CONTRACTOR agrees to faithfully perform all such work under a written change order from the CITY, setting forth and describing fully the work to be done. The CITY hereby agrees to pay to the CONTRACTOR, for any such extra work, in accordance with the provisions of Article 7 of the General Conditions.

(a) The CONTRACTOR shall be allowed to charge for labor used at the actual payroll charges during the time actually spent on extra work, (b) He shall be allowed to add on labor charges the percentage shown in Paragraph 8 of the Proposal for Workmen's Compensation Insurance, Social Security and other payroll charges, (c) The rate for such equipment, this hourly rate to be for operating hours only, (d) The CONTRACTOR shall be allowed to charge for material purchased by him and used on extra work orders the amount charged to him by the vendor upon presentation of paid invoices, (e) The CONTRACTOR shall be allowed to add to the costs of said work arrived at enumerated above ten (10%) percent of materials, cost of equipment and actual payroll cost for overhead and profit.

4. Payment

4.1 The City agrees to pay to the CONTRACTOR for the faithful performance of this contract, subject to any additions or deductions as provided for in the Specifications or Proposal, and in accordance with the prices as set forth, subject to any additions which may be due under Paragraph 3 of this Agreement, the lump sum price, as set forth in the Proposal, the estimated total cost of _____ Dollars, (\$_____).

4.2 Payments during the progress of the work and final payment shall be made in accordance with the provisions of Article 9 of the General Conditions.

4.3 Invoices, or estimates of the cost of work performed, through June 30th, must be received by the 10th calendar day of July.

5. Performance Bond

It is agreed that if, at any time after the execution of this contract and the surety bond attached for its faithful performance, the CITY shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five days after receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and amount, and with such surety, or sureties, as shall be satisfactory to the CITY.

6. Insurance; Proof of Coverage

The CONTRACTOR shall take out and maintain, during the life of this contract, all insurance required under Article 11 of the General Conditions, and shall, at execution of this contract, attach to each of the counterparts thereof documentary proof of compliance in the form of a Certificate from his insurer, stating the amount, policy numbers, and kinds of insurance carried. The certificate shall also contain a statement by the insurer that he will notify the City of Wilmington by Registered or Certified Mail thirty (30) days prior to any cancellation or lapse of the insurance shown on this certificate. It is further agreed that the CONTRACTOR shall furnish the CITY with one memorandum copy of the policy, or policies, shown on this certificate at the time of the signing of this contract.

7. Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

8. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

9. Non-Waiver of Rights

It is agreed that the CITY's failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

10. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

11. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

12. Entire Agreement

The agreement constitutes the entire understanding of the parties.

13. Binding Effect

The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

14. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

15. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

16. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

17. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

18. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local

standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C.G.S. §132-1.10 and §75-65.

19. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

20. Notices

All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To City:

Sterling B. Cheatham, City Manager
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402-1810

To Contractor:

[Company]
Street
Street
City, State Zip

21. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinance, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

22. Contract Disputes

In accordance with G.S. 143-128.1(8) the parties agree to mediate contract disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is certified pursuant to all of the parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the City shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the City paying a minimum of one-third of the compensation if the City is a party to the dispute.

23. Guarantee

The CONTRACTOR hereby agrees to guarantee, for a period of one year after date of final payment, the work accomplished under this Contract. The CONTRACTOR agrees to repair at no cost to the CITY any defects due to faulty workmanship or materials which may appear in his work during this period.

24. Release and Indemnity

To the fullest extent permitted by law, the CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

25. Suspension or Termination of Agreement

25.1 In the event that review of Contractor's performance shows non-conformance to the attached scope of service or other terms or conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the contractor shall be in breach of this Agreement and the City may take corrective action as it deems necessary including, but not limited to, withholding or reduction of payment.

25.2 The City shall also have the right to suspend this Agreement upon written notice to the Contractor. Such suspension may be made for any of the following reasons: (a) violations or non-compliance with the contract terms, (b) violations of OSHA laws or regulations, (c) violations of Federal or State environmental and health laws or regulations, (d) operating City valves without permission, (e) moving City supplied water meters without permission, (f) failure to adequately plan

for the protection of underground utilities during construction, (g) violation of any City ordinances or regulations or (h) verbal abuse of any City employees or others. In addition, any such violations may result in the Contractor being disqualified from bidding on future City projects. The written notice of suspension shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or a justification, and/or shall undertake any reasonable remedial action required by the City. If, in the opinion of the City, the Contractor has not addressed the reasons for suspension at the completion of the ten (10) day suspension period, the City shall have a right to terminate this Agreement whereupon all obligations of the City to the Contractor shall cease.

25.3 The City may, at any time, terminate this contract for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall (a) cease operations as directed by the City in the notice; (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub- contracts and purchase orders and enter into no further sub-contracts and purchase orders. In the event that this project is terminated for the convenience of the City, the Contractor shall be paid for services performed to the date of termination and costs incurred by reason of such termination, but such costs shall not include anticipated profit on unperformed work. (In no event will the amount due contractor in the event of termination for convenience exceed that amount set forth in Paragraph 4.1 of this Agreement. Contractor shall be paid for all reimbursables, as defined herein, which are due him.)

25.4 If after notice of termination of this contract under the provisions of Paragraph 12.2, it is determined for any reason that the Contractor was not in default under the provisions of such paragraph, or that the default was excusable under the provisions of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued by the City for convenience as set forth in Paragraph 12.3.

25.5 Nothing contained herein shall prevent the City from pursuing any other remedy which it may have against the Contractor including claims for damages.

26. Authority to Act / IDA Certification

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

27. Counterparts.

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

28. No Publicity.

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the

CONTRACTOR may list the CITY as a reference in responses to requests for proposals, and may identify the CITY as a customer in presentations to potential customers.

29. Immunity Not Waived

This Agreement is governmental in nature, for the benefit of the public. CONTRACTOR acknowledges that City reserves all immunities, defenses, rights or actions arising out of City's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of City's entry into this Agreement.

30. CITY Not Liable For Special or Consequential Damages.

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

31. Public Records.

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

32. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

32.1 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions, the procurement of goods, services in connection with construction projects for minority owned business enterprises.

32.2 Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

32.3 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

32.4 Provide technical assistance as needed.

32.5 Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one percent (51%) owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

By: _____
Sterling B. Cheatham, City Manager

Date: _____

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Melissa I. Huffman, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

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

This ___ day of _____, 2020.

Jennifer R. Maready, Finance Director

Project String: _____

Org _____ Obj _____

Amount \$ _____

PO Number: _____

Federal ID Number: 56-6000239

[Company]

BY: _____
President, Vice President, Secretary, Treasurer

ATTEST:

Secretary, Assistant Secretary, Trust Officer (CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that he (she) is the _____ of _____, a Corporation, and that by authority duly given and as the act of the corporation, the foregoing Contract: Page C-10, Performance Bond: Page C-11, and Payment Bond: Page C-12 were signed in its name by its _____, (President or Vice President) sealed with its corporate seal, and attested by himself (or herself) as its _____, (Sec., Assist. Sec., Cashier, Assist. Cashier).

WITNESS my hand and official seal, this the _____ day of _____, 2020

Notary Public

My Commission expires: _____ (NOTARY SEAL)

PERFORMANCE BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____

_____ DOLLARS (\$ _____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the CITY, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void, otherwise to remain in full force and virtue.

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

Secretary

PRINCIPAL: _____

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____

WITNESS:

PAYMENT BOND

CITY OF WILMINGTON, NORTH CAROLINA

PRINCIPAL: _____

SURETY: _____

BOND AMOUNT: _____
_____ DOLLARS (\$ _____)

BOND DATE: _____

CONTRACT NUMBER: _____

"KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the CITY OF WILMINGTON, NORTH CAROLINA, hereinafter called the CITY, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

"THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the CITY, numbered as shown above and hereto attached:

"NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

"IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body."

(CORPORATE SEAL)

ATTEST:

Secretary

PRINCIPAL: _____

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____

WITNESS:

(TO BE EXECUTED ON BEHALF OF SURETY AGENT)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20__ before me the subscriber, Notary Public of the State of _____, in and for the County of _____, duly commissioned and qualified came _____, to me personally known, and to me personally known to be the individual who executed the foregoing Payment Bond and Performance Bond: Pages C-11 and C-12, and he acknowledges the execution of the same, and being by me duly sworn deposes and says that he has Power-of-Attorney from _____, with their principal offices at _____, to execute the preceding instruments in the amount specified in the Payment Bond and Performance Bond on their behalf, that his signature was duly affixed and he subscribed to the said Payment Bond and Performance Bond by authority and direction of said corporation.

IN WITNESS, I have hereunto set my hand and affixed my official seal at the City of _____, the day and year first above written.

My Commission expires:

Notary Public

(NOTARY SEAL)

POWER OF ATTORNEY

DOCUMENTS

(Attached hereto original or validated documents which give to individual who signed
Contract Bond Power of Attorney for Surety)

INSURANCE CERTIFICATES

(Staple Insurance Certificates to this sheet, as required under Article 11)

CITY OF WILMINGTON

NORTH CAROLINA

**PROPOSAL
FOR
MUNICIPAL GOLF COURSE CLUBHOUSE FACILITY ADDITIONS &
RENOVATIONS
CONTRACT NO. PB-SSA-0420**

1. The undersigned, having carefully examined the site of the proposed work, the entire Bidding Document, including but not limited to the Advertisement, Special Notice, Instructions to Bidders, Supplementary General Conditions, Technical Specifications, MBE/WBE/HUB/DBE documents and requirements, Federal Requirements (if any), Contract and Plans and/or Standard Details attached hereto, all of which are fully understood and hereby agreed to, proposes to furnish all materials, labor, equipment and plant necessary to complete in-place the specified improvements, in strict accordance with the above mentioned bidding documents.
2. Where an interpretation as to specifications is necessary, or as to the character of the work performed, or as to further instructions relating to the work, before or during construction, the undersigned bidder hereby agrees that (hereinafter called "ENGINEER") shall be the authority and his word shall be final.
3. The prices, as stated, are for the work completed and also to include all charges and expenses for furnishing all labor, materials, equipment and plant for completing the specified work in the manner specified in the specifications, and according to the instructions of the ENGINEER, unless otherwise shown in the Proposal.
4. If awarded this contract, the undersigned agrees to begin construction on the date to be specified in the written order by the Purchasing Manager, and to complete all work within 270 calendar days of the date of beginning. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$1000.00 for each consecutive calendar day thereafter as hereinafter provided in paragraph Article 8 and Article 9 of the Supplementary General Conditions.
5. The undersigned hereby certifies that this Proposal is made without connection with any person or persons making bids or proposals for the above work, and that the bid is in all respects fair and without collusion or fraud.
6. The undersigned further agrees that in case of failure on his part to execute the said contract and bond within ten (10) consecutive calendar days after written notice of award of the contract by the Purchasing Manager, the check or bid bond, or both, accompanying this bid and the monies payable thereon shall be paid into the funds of the City of Wilmington, North Carolina, as liquidated damages for such failure; otherwise the check and/or bid bond accompanying this Proposal shall be returned to the undersigned.
7. The undersigned understands and agrees that if awarded this contract he will execute the contract and post a Performance Bond and Payment Bond to the extent of one hundred percent (100%) of the amount of this contract.
8. The undersigned understands and agrees that all extra work shall be done and paid for as provided under the applicable sections of the specifications. In the event that extra work is necessary, the percentage to be added to the actual payroll cost to cover Social Security, small hand tools, office overhead on labor management only, Workmen's Compensation Insurance and other insurance for labor costs shall be _____ percent. Refer to Article 7 of the Supplementary General Conditions.

All extra work shall be done using actual payroll and material costs, and a profit of ten percent (10%) of the total cost shall be added thereto. All items of materials shall be billed to the CITY on the extra work invoice, and a delivery slip from the vendor shall be submitted therewith to verify actual cost. No additional profit will be allowed on materials other than the normal overall ten percent (10%) above stated. Items not provided for above shall be agreed upon between the CONTRACTOR and the ENGINEER prior to invoicing.

9. The undersigned understands that, if awarded this contract, he must guarantee, for a period of one year after date of final payment, all work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship, or materials which may appear in his work during this period.

10. The undersigned supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

10.1 Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

10.2 If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

10.3 If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

_____ Is this
a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

10.4 If business is a Proprietorship, please answer the following:

Name of owner: _____

10.5 If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

10.6 For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information. Deed Book _____ at Page _____.

11. Bid Surety Information - Please fill in the applicable paragraph.

11.1 Attached hereto is a cash deposit in the amount of _____ Dollars (\$_____), this amount being not less than five percent (5%) of the total bid.

OR

11.2 Attached hereto is a certified check on the _____ Bank of _____ in the amount of _____ Dollars (\$_____), made payable to the City of Wilmington, North Carolina. The bank on which the certified check is submitted is warranted to be a member of the Federal Deposit Insurance Corporation, and the amount of the check is not less than five percent (5%) of the total bid.

OR

11.3 Attached hereto is a bid bond in the amount of five percent (5%) of the total bid, said bid bond being indemnified by the _____ (Insert Name of Bonding Company) whose address is _____. This bond is executed by a corporate surety licensed to issue such bonds in the State of North Carolina and is made payable to the City of Wilmington. This bid bond is conditioned so that the surety will upon demand make payment to the City of Wilmington upon said bond if the bidder fails to execute the contract the surety shall pay to the CITY an amount equal to the amount of said bid bond in an amount not less than five percent (5%) of the total bid.

12. Additional Information - Please respond to each:

12.1 North Carolina Tax Payer Identification Number:

12.2 Does your company have an Affirmative Action Plan
Yes _____ No _____

13. The undersigned proposes to accomplish the work as described in the following at the unit prices and/or lump sum price shown:

LUMP SUM BASE BID: \$ _____

LUMP SUM BID IN WORDS: _____

ALTERNATE No. G-1

Construction of a Golf Cart Barn Lump Sum (LS) Alternate No. G1 \$ _____

State the amount to add to the base bid for constructing the golf cart barn and all related construction including site revisions, structural design, mechanical design, and electrical design as indicated in the construction drawings and specifications.

Major Subcontractor's list (to be completed and submitted with bid):

Plumbing Subcontractor: _____

Mechanical Subcontractor: _____

Electrical Subcontractor: _____

Note: The above subcontractors may not be substituted after the bid opening without the written consent of the City of Wilmington.

14. The undersigned understands that the award under this Proposal will be made to the lowest responsible bidder as described in Section 17.5.1 of the Supplementary General Conditions, on the proposal page or in Section 15 Special Conditions.

15. The undersigned acknowledges receipt of any issued Addendums to this Project by recording the Addendum number and date acknowledged below:

Addendum #1: _____ Dated: _____
Addendum #2: _____ Dated: _____
Addendum #3: _____ Dated: _____
Addendum #4: _____ Dated: _____

If awarded the work, I/we agree to begin work as soon as given the notice to proceed and complete the work ready for occupancy within the time limits specified.

This Proposal is submitted by:

Company Name

Signed by:

Authorized Person's Signature

Type or Print Name of Person Signing Above

Title:

Address:

Zip

Phone:

Email:

Date:

North Carolina Contractor's License Number: _____

Rev.5/23/18