



Bid Manual for
**WATER SYSTEM EXTENSIONS
TO SERVE ANNEXATION AREA 12A**

CRM BID #: 75990
CRM Project Number: AA12A
October 2009

**Plans and Specifications
Prepared by**

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City of Rocky Mount
Engineering Department
331 S. Franklin St.
Rocky Mount NC 27802-1180



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Annexation Area 12A
Project No. AA12A
BID NUMBER 75990

Sealed bids for Water System Extensions for Annexation Area 12A (Project No. AA12A), CRM BID NUMBER 75990, will be received by the City of Rocky Mount, NC (hereinafter call the "City") in 3rd Council Chambers of the Administrative Services Complex, 331 South Franklin Street, Rocky Mount, North Carolina 27804-5712 until 2:00 PM local time, Thursday, November 12, 2009 at which time and place all bids received will be publicly opened and read aloud.

A Pre-Bid Meeting will be held at 10:00 am, Thursday, October 15, 2009 in Imperial Center, Black Box Theater located at 270 Gay Street, Rocky Mount, NC 27802.

Proposal must be enclosed in a sealed envelope addressed to the Purchasing Manager, City of Rocky Mount. The project name and bid number as well as the name, address and license number of the Bidder must be plainly marked on the outside of the envelope.

The City reserves the right to reject any and all bids and to waive any informality. The City will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap.

The project includes the following major items:

12,600 LF 6 in PVC C900 water mains
1,750 LF 6 in Ductile Iron water mains
28 EA Fire Hydrants
190 EA Water Services

Contract Documents may be examined at the following locations:

City of Rocky Mount, Purchasing Division; Office of the Design Engineer; Dodge Plan Room, Raleigh, NC; Associated General Contractors, Raleigh, N C

Complete Bidding Documents may be obtained from Green Engineering, P.L.L.C. located at 303 Goldsboro Street E, P.O. Box 609, Wilson, North Carolina 27893, upon payment of a non-refundable fee of \$100 for each set of documents. Bids are required to be submitted on the original bound Bid Manual provided with the Contract Documents.

Each request for Bidding Documents must be accompanied with the following information: Company name, contact person, street address, and phone and fax numbers for Bidding office; N. C. contractor's license with limitation and classification; identification if the firm will be a Bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instructions to Bidders. Bidders must conform to the provisions of the North Carolina Contractor's Licensing Act of 1925, as amended.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instructions to Bidders. A performance and payment bond will be required. Bids for this project shall be guaranteed by all bidders for a period of 60 calendar days following the bid opening.

Delton Farmer
Purchasing Manager
City of Rocky Mount
331 S. Franklin Street
Rocky Mount, NC 27804
252-972-1226

Publication Date: October 8, 2009

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STANDARD INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. *Engineer* – For the bidding period, the individual or entity responsible for project design.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid and Supplementary Instructions to Bidders may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, provide Bidder Qualification Statement with Supporting Data (CRM Form 00 45 13 or AGC Document No. 220) Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in SI-3.01.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
 - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
 - C. Copies of requested reports and drawings will be provided at the cost of reproduction.
- 4.02 *Underground Facilities*
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. Copies of requested reports and drawings will be provided at the cost of reproduction.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 Time date and location of pre-Bid conferences, if any, as well as attendance requirements for such meetings are set forth in the Supplementary Instructions to Bidders. The Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after request from owner, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum*
- A. Where specified in the Bid Form, Bidders shall submit a Bid on a lump sum basis. Bidders shall include a separate price for each identified section and alternate described in the Bidding Documents as provided for in the Bid Form.
- 14.02 *Unit Price*
- A. Where specified in the Bid Form, Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.03 *Alternates*

- A. The price for each alternate will be the amount [added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied based on the Owner's priority.

14.04 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.05 Where applicable, bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 – SUBMITTAL OF BID

15.01 In each bound copy of the Bid Manual, a Bidder is furnished one copy of the Bid Form, and all required supporting forms specified in SI-15.01. The bound copy of the Bid Form and all required forms in the Bid Manual are to be completed and submitted in the original bound document.

15.02 Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name, address and license number of Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 Consideration will be given only to Proposals of Contractors who submit evidence showing that they are licensed under an Act to Regulate the Practice of Contracting in the State of North Carolina for their particular trade, or trades, and as subsequently amended.
- 19.08 Proposals which are incomplete, obscure, irregular, or non-responsive may be rejected. This includes any Proposal which omits a bid on any one or more items of any Division of the work on which the Bidder submits a bid; any Proposals accompanied by an insufficient or irregular certified check or Bid Bond; or any conditional or qualified bid.
- 19.09 The Bidder must not change nor deface the Proposal Form in any way. If Bidder wishes to offer information not called for in the Proposal Form, they must do this in a properly signed letter enclosed with the Proposal. The letter will be considered as information only and will not condition the Bidder's Proposal in any way. Information or instructions furnished by the Bidder outside the sealed envelope will not be considered by the Owner. In the event the Bidder determines he must alter his bid price or prices, he must either: (1) secure a new bid document from the Engineer prior to the date and time of the bid opening and make such changes in the new set of unmarked bid documents prior to turning in his bid, or (2) he must strike through the price or prices to be changed in his original bid documents and note the new price or prices above the stricken price or prices. Any such change shall be initialed by the person authorized to prepare and submit the proposal. Changing, defacing or otherwise conditioning the Bid Form other than by the procedure as stated above will not be permitted and will constitute sufficient reason for considering the bid as non responsive.
- 19.10 The Bidder must not unbalance any part of his Proposal. Each lump sum and/or Unit Price called for in the Proposal Form shall represent the actual materials, equipment and/or work required to complete the item. Unbalancing any part of the Proposal will not be permitted and will constitute sufficient reason for considering the bid as non responsive and, therefore, sufficient reason for rejection.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Each Bidder shall include as a part of his lump sum and/or unit prices bid, both local and North Carolina sales tax, as applicable. The Owner will assume that the applicable percentages of local and State sales tax have been included in the face amount of the Contract price and will seek to recover these taxes by the procedure specified in SC-6.10.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**ARTICLE 1 – DEFINED TERMS (NO CHANGE)****ARTICLE 2 – COPIES OF BIDDING DOCUMENTS****Add the following:**

- 2.04 Complete Bidding Documents may be obtained from Green Engineering, P.L.L.C. located at 303 Goldsboro Street E., P.O. Box 609, Wilson, North Carolina 27893, upon payment of a non-refundable fee of \$100 for each set of documents. Bidders will receive electronic copies of the Bidding Documents to make additional copies as needed. Bids are required to be submitted on the original bound Bid Manual.
- 2.05 Each request for Bidding Documents must be accompanied with the following information: Company name, contact person, street address, and phone and fax numbers for Bidding office; N. C. contractor's license with limitation and classification; identification if the firm will be a Bidder, Supplier or Sub-Contractor. Bidders must obtain contract documents from the Issuing Office and be identified as a Bidder on the plan holders list in order to submit a valid Bid.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS (NO CHANGE)**ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE****Delete paragraph I-4.03.A through I-4.03.C and substitute the following:**

- 4.03 No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

Add the following after I-4.05:

- A. Access to the site during the bidding period shall be coordinated through the Engineering Department and shall be limited to Monday through Friday between 8:00 am and 5:00 pm.

Modify I-4.07.E as follows:

In the first line of I-4.07.E delete "additional or supplementary"

ARTICLE 5 – PRE-BID CONFERENCE**Replace I-5.01 with the following:**

- 5.01 A pre-Bid conference will be held at 10:00 am, Tuesday, October 15, 2009 in Imperial Center, Black Box Theater located at 270 Gay Street, Rocky Mount, NC 27802. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS**Add the following after I-6.01:**

- 6.02 Right of Way/Easement acquisition is not required for the construction of this project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA (NO CHANGE)**ARTICLE 8 – BID SECURITY (NO CHANGE)****ARTICLE 9 – CONTRACT TIMES (NO CHANGE)**

ARTICLE 10 – LIQUIDATED DAMAGES (NO CHANGE)

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

Replace I-11.01 with the following:

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS (NO CHANGE)

ARTICLE 13 – PREPARATION OF BID (NO CHANGE)

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS (NO CHANGE)

ARTICLE 15 – SUBMITTAL OF BID

Add the following list of data requirements for bid submittal after I-15.01:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Non-Collusion Affidavit and Debarment Certification
- E. MWBE Identification of Minority Business Participation
- F. MWBE AFFIDAVIT A- Good Faith Efforts
- G. MWBE AFFIDAVIT B-- Intent to Perform Contract With Own Workforce

Add the following after I-15.02:

- A. Mailed Bids shall be addressed to:

Purchasing Manager
City of Rocky Mount
331 S. Franklin St.
Rocky Mount, NC 27804

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID (NO CHANGE)

ARTICLE 17 – OPENING OF BIDS (NO CHANGE)

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE (NO CHANGE)

Replace I-18.01 with the following:

18.01 All Bids will remain subject to acceptance for a period of 135 days after the Bid Opening and as stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT (NO CHANGE)

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE (NO CHANGE)

ARTICLE 21 – SIGNING OF AGREEMENT (NO CHANGE)

ARTICLE 22 – SALES AND USE TAXES (NO CHANGE)

BID FORM

Annexation Area 12A (Project No. AA12A)

Bid No. 75990

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Purchasing Manager
City of Rocky Mount
331 South Franklin Street
Rocky Mount, North Carolina 27804-5712

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 135 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the provisions of SC-11.03.D. Major contract items are identified below and in SC-11.03.E. No adjustment will be made for underruns of contingency items.

- A. Major Contract Items for this project are as follows
 - 1. Contract Item (1): PVC Water Mains
 - 2. Contract Item (2): Ductile Iron Water Mains
 - 3. Contract Item (5): Fire Hydrant Assemblies
 - 4. Contract Item (14): Water Services
- B. Contingency Items are identified with notation (CI)

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Section	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Base Bid						
Division 01: Water						
		Mobilization		LS	\$	\$
		6" PVC C900 Water Main	12,60	LF	\$	\$
		6" D.I. Water Main	1,75	LF	\$	\$
		6" Gate Valve w/ Box	5	EA	\$	\$
		Fire Hydrant Assembly	2	EA	\$	\$
		6" x 6" Tee	1	EA	\$	\$
		6" x 6" Cross		EA	\$	\$
		6" x 6" Hydrant Tee	1	EA	\$	\$
		6" 90 Degree Bend		EA	\$	\$
1		6" 45 Degree Bend		EA	\$	\$
1		6" 22.5 Degree Bend	3	EA	\$	\$
1		6" Plug		EA	\$	\$
1		12"x6" Tapping Sleeve & Valve		EA	\$	\$
1		5/8" x 3/4" Water Service	19	EA	\$	\$
1		3/4" Service Line (Open-Cut)	2,65	LF	\$	\$
1		3/4" Service Line (Bore)	3,40	LF	\$	\$
1		Pipe Bedding (CI)	35	TN	\$	\$
1		Select Material Class II – Type 1 (CI)	45	CY	\$	\$
1		Select Material Class III – Type 1 (CI)	45	CY	\$	\$
2		Incidental Stone Base (CI)	5	TN	\$	\$
2		Asphalt Roadway (Remove & Replace)	47	SY	\$	\$
2		Concrete Driveway (Remove & Replace) (CI)	35	SY	\$	\$

Item No.	Section	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Total for Division 01						\$
Division 02: Erosion Control						
2		Gravel Construction Entrance		EA	\$	\$
2		Temporary Silt Fence	95	LF	\$	\$
2		Stone for Erosion Control, Class A	5	TN	\$	\$
2		Stone for Erosion Control, Class B	10	TN	\$	\$
2		Sediment Control Stone	5	TN	\$	\$
2		Matting for Erosion Control	65	SY	\$	\$
2		Seeding and Mulching	3	AC	\$	\$
Total for Division 02						\$
Total for Base Bid						\$

5.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Non-Collusion Affidavit and Debarment Certification
- E. MWBE Identification of Minority Business Participation
- F. MWBE AFFIDAVIT A- Good Faith Efforts
- G. MWBE AFFIDAVIT B-- Intent to Perform Contract With Own Workforce

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ____ \ ____ \ ____.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____

License Type: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Brief Description Including Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

_____ (Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of North Carolina AFFIDAVIT A-Listing of Good Faith Efforts

County of _____ (Name of Bidder)

Affidavit of _____

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 1.0101)

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

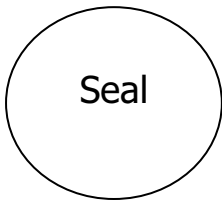
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of

_____ 20 _____

Notary Public _____

My commission expires _____

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
With Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

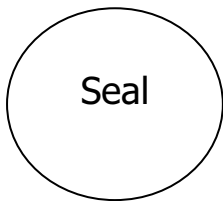
I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of
_____ 20 _____
Notary Public _____
My commission expires _____



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this 4th day of June, 1990.

Non-Collusion Affidavit and Debarment Certification

State of North Carolina
City of Rocky Mount

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connections with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Rocky Mount or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

Signature and Title

State of North Carolina

County of _____

Subscribed and sworn before me, _____

This _____ day of _____, 20____

Notary Public

My commission expires _____

Certification Regarding Debarment and Suspension

Contracts for construction or services shall comply with the provisions of 43 CFR Part 12, Subpart C (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments). In order to comply with this provision, no contract may be awarded by the grantee (City of Rocky Mount), a sub-grantee or contractor of any grantee or sub-grantee to any party that has been debarred or suspended under Executive Order 12549. By signing this document, you certify to the best of your knowledge that the company, its principals, and its subcontractors which may be awarded a contract with the City of Rocky Mount:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or local) with commission of any of the offenses in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.