



Public Works

Request for Proposal: 320- 250425AG

SOLID WASTE TRANSFER STATION PARTIAL TIPPING FLOOR REPLACEMENT

Date of Issue: 5/29/2025

Proposal Due Date: 6/26/2025

at 02:00 P.M. ET

Direct all inquiries concerning this RFP to:

Alicia Gaines

Purchasing Associate III

Email: Alicia.Gaines@rockymountnc.gov

Phone: 252-972-1229

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

**SOLID WASTE TRANSFER STATION
PARTIAL TIPPING FLOOR REPLACEMENT**

Project ID - 320- 250425AG

Bid is intended as a price and qualifications contract award to remove and replace a portion of the existing 6-inch tipping floor wear topping course at the City of Rocky Mount Solid Waste Regional Transfer Station as detailed on the Appian Consulting Engineers Plan titled, "Point Cloud Slab Elevation Analysis Floor Wear Inspection 2/12/2025". The concept provided and specified herein assumes, based on research conducted by Appian Consulting Engineers, PA and proven performance of the existing wear course installed in 2014, that the most economical system with proven performance/life span in the range of 10+ years will consist of a 6-inch wear topping course comprised of a proprietary blend of Portland cement, dense aggregate and other additives that will enable the mix to attain the desired strength, density, air content, etc. and provide the desired longevity and wear resistance.

Due to the nature of this project, all bidders must meet the rigorous experience qualifications outlined in the specs to be eligible for this project. The Bid Submittal shall contain evidence of Bidder's qualifications to do business in the State of North Carolina and evidence of Bidder's qualifications and experience completing this type of work. With their bid submission, bidders must also include documentation of experience qualifications and a project work plan. Specific requirements for these documents are detailed in Section 01004 –SPECIAL CONDITIONS/ SCOPE OF WORK, attached.

I. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Issue RFP	City	Thursday, May 29, 2025
Pre-bid/Site Visit	City	Thursday, June 12, 2025, at 10:00 AM
Submit Written Questions	Contractor	Monday, June 16, 2025
Provide Response to Questions/Addendum Deadline	City	Friday, June 20, 2025
Submit Proposals	Contractor	Thursday, June 26, 2025 at 2:00 PM
Contract Award	City	
Estimated Completion Date	Contractor	

II. URGED & CAUTIONED SITE VISIT

Instructions: It shall be urged and cautioned that each Contractor's representative be present for a pre-proposal site visit. Attendees must meet promptly at 1221 Thorpe Rd, Rocky Mount, NC 27804.

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

Contractors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements

in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

III. QUESTIONS

Written questions shall be e-mailed to Alicia.Gaines@rockymountnc.gov by the date and time specified in the proposal schedule. Contractors will enter "RFP #320-250425AG – Questions" as the subject for the email.

Questions received prior to the submission deadline date, the Purchasing Associate I response, and any additional terms deemed necessary by the City of Rocky Mount will be posted in the form of an addendum to the City of Rocky Mount website and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise, concerning this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

Inquiries submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

IV. PROPOSAL SUBMITTAL

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

1. One (1) copy of their RFP response including name, address, and phone number of contact person. RFP responses shall be emailed to alicia.gaines@rockymountnc.gov or mailed to:

City of Rocky Mount
Purchasing- Alicia Gaines
Attn: RFP #320-250425AG
331 S. Franklin Street
Rocky Mount, NC 27804

All RFP responses shall be received by the date and time noted in the schedule on page 4. RFP responses may be sent via email, US Mail, FedEx, UPS, or hand delivered. **Faxed RFP responses will not be accepted.**

Vendors shall not modify, alter, or edit any part of this Request for Proposal (RFP) document. Any additional information, clarifications, or exceptions must be provided on a separate sheet of paper and clearly referenced in the proposal. Failure to comply with this requirement may result in disqualification of the proposal.

V. REFERENCES

Vendors shall provide at least three (5) different references for which your company has provided Services of similar size and scope to that proposed herein. The city of Rocky Mount may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the quote. If city of Rocky Mount references are provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL

VI. CITY'S RIGHTS AND OPTIONS

The City reserves the following rights, which may be exercised at the City's sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- To issue additional requests for information;
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Service Provider;
- To waive any defect or irregularity in any Proposal received;
- To reject any or all Proposals;
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding

ATTACHMENT A: PROPOSAL/ACCEPTANCE FORM

For

**SOLID WASTE TRANSFER STATION
PARTIAL TIPPING FLOOR REPLACEMENT**

320-250425AG

Bid is intended as a price and qualifications contract award to remove and replace a portion of the existing 6-inch tipping floor wear topping course at the City of Rocky Mount Solid Waste Regional Transfer Station as detailed on the Appian Consulting Engineers Plan titled, "Point Cloud Slab Elevation Analysis Floor Wear Inspection 2/12/2025". The concept provided and specified herein assumes, based on research conducted by Appian Consulting Engineers, PA and proven performance of the existing wear course installed in 2014, that the most economical system with proven performance/life span in the range of 10+ years will consist of a 6-inch wear topping course comprised of a proprietary blend of Portland cement, dense aggregate and other additives that will enable the mix to attain the desired strength, density, air content, etc. and provide the desired longevity and wear resistance.

Due to the nature of this project, all bidders must meet the rigorous experience qualifications outlined in the specs to be eligible for this project. The Bid Submittal shall contain evidence of Bidder's qualifications to do business in the State of North Carolina and evidence of Bidder's qualifications and experience completing this type of work. With their bid submission, bidders must also include documentation of experience qualifications, and a project work plan. Specific requirements for these documents are detailed in Section 01004 –SPECIAL CONDITIONS/ SCOPE OF WORK, attached.

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within sixty (60) consecutive calendar days from the Notice to Proceed with liquidated damages of \$500 per day assessed thereafter.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:

Due to the operational impact of the work, an intermediate contract time is established for the Transfer Station shutdown period for construction activities. Transfer Station operations will be moved to the upper transfer station during the partial floor removal and replacement.

Once the actual partial slab removal and replacement has begun, the Contractor will have seven (7) calendar days from the start of Transfer Station shut down to the time the station re-opens for operation. Provided no latent conditions are discovered that would delay completion, liquidated damages of \$500 per day will be assessed for any full or partial day beyond the 7-day partial slab removal/replacement time period. The shutdown period is anticipated to begin at 7:00 AM Wednesday and run through 7:00 AM on the following Wednesday. However, depending on the finalized scope of the work, after review of the mix design/previous testing data, and this project's actual concrete break test results, the Project Engineer, in cooperation with the City, may of necessity give consideration to minor adjustments to the 7-day shutdown time frame.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete in accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

BASE BID					
Item	Description	Q	Unit	Unit Price	Extension
B-1	Concrete Floor Removal/Replacement: Remove and replace 2,810 SF (13 block sections) of existing 6" reinforced concrete topping slab (depth no greater than 6 inches) in locations shown on the attached "Point Cloud Slab Elevation Analysis Floor Wear Inspection 2/12/2025," complete in every detail and as specified in this RFP.	1	LS	-	\$
B-2	Contingency: Remove and replace an additional 15'x15' block section of 6-inch topping floor slab complete in every detail as specified in this RF, when ordered by Project Engineer. Contractor to bill only for the actual additional field verified quantities installed. Unused funds under this contingency are to be credited to City.	225	SF	\$	\$
B-3	Contingency: Miscellaneous contingency to cover conditions on or below a site that differ materially from what contractor should have reasonably expected, or to cover additions to contract (when ordered by the City or Project Engineer; supported by a City approved estimate). Contractor to bill only for the actual additional field verified quantities installed. Unused funds under this contingency are to be credited to City.	-	-	-	\$ 10,000
GRAND TOTAL BID AMOUNT (Sum of items B-1, B-2 & B-3)					\$

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

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

Address: _____

(Proprietorship or Partnership)

Attest: (corporation)

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

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

ATTACHMENT B: ACCEPTED by the City of Rocky Mount

For

**SOLID WASTE TRANSFER STATION
PARTIAL TIPPING FLOOR REPLACEMENT**

320-250425AG

City of Rocky Mount

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

\$ _____

BY: _____
Name Title Date

BY: _____ Title: Purchasing Manager

Date: _____

PRE-AUDIT

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

Finance Director_____
Date

ATTACHMENT C: GENERAL CONDITIONS

1. GENERAL

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

2. DEFINITIONS

Owner: "Owner" shall mean, The City of Rocky Mount

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Standard Form of Informal Bidding; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of proposals or by the date specified in the preproposal conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.

- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to proposals the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of proposals shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable or specified in this RFP.

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's

property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.

- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the AGC *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the

Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, an Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks

necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.
- At the time of signing a change order, the contractor shall be required to certify as follows:
- "I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit. above and "net cost" and "cost" per paragraph e. (will become

d) above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via email or certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by email or certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

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

Retainage:

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

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

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

18. PAYMENTS WITHHELD

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

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:

- i. Claims filed against the contractor or evidence that a claim will be filed.
- ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. All such insurance shall meet all laws of the City of Rocky Mount. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Insurance. Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount of \$500,000.00 for all employees participating in the provision of services under this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State or City inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. EQUAL OPPORTUNITY CLAUSE

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The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

25. MINORITY BUSINESS PARTICIPATION

The Contractor has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Contractors even minority businesses to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

26. MINORITY BUSINESS STATUTE

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses valued \$100,000.00 or more for each State funded building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority proposals and to attain the goal. The contractor shall include with his proposal a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E

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

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. Forms can be found at <https://www.rockymountnc.gov/316/Vendor-Registration>

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

28. GOVERNING LAWS

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

ATTACHMENT D: SUPPLEMENTARY GENERAL CONDITIONS

1. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within sixty (60) consecutive calendar days from the Notice to Proceed with liquidated damages of \$500 per day assessed thereafter.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:

Due to the operational impact of the work, an intermediate contract time is established for the Transfer Station shutdown period for construction activities. Transfer Station operations will be moved to the upper transfer station during the partial floor removal and replacement.

Once the actual partial slab removal and replacement has begun, the Contractor will have seven (7) calendar days from the start of Transfer Station shut down to the time the station re-opens for operation. Provided no latent conditions are discovered that would delay completion, liquidated damages of \$500 per day will be assessed for any full or partial day beyond the 7-day partial slab removal/replacement time period. The shutdown period is anticipated to begin at 7:00 AM Wednesday and run through 7:00 AM on the following Wednesday. However, depending on the finalized scope of the work, after review of the mix design/previous testing data, and this project's actual concrete break test results, the Project Engineer, in cooperation with the City, may of necessity give consideration to minor adjustments to the 7-day shutdown time frame.

2. CONSTRUCTION SCHEDULE

Project start date will be [REDACTED], 202[REDACTED] with a completion date of [REDACTED], 20[REDACTED]. Contractor to provide a schedule for how they intend to complete the project within the proposed project timeframe.

GUARANTY BONDS FOR INFORMAL CONTRACTS

- a. The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a payment bond in the amount of 100 percent of the amount of the contract.
- b. No performance bond or payment bond will be required for individual construction contracts if the total cost is less than \$100,000.00. A performance bond and payment bond for the full amount of the contract is required for all construction contracts over \$50,000.00 if the contract is part of a project with a total cost of over \$299,999.99. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.

3. PAYMENTS

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

4. UTILITIES

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

5. USE OF SITE

May be restricted. Work hours may be limited. Parking permits may be required.

6. INSURANCE

Before execution of the contract, the Contractor shall furnish to the Engineer and City, certificates (in four copies) of insurance in forms satisfactory to the Owner and indicating compliance with the requirements of this Special Condition. *Appian Consulting Engineers, PA, and the City of Rocky Mount are to be listed as additional insured.*

A. **CONTRACTOR'S DIRECT BODILY INJURY LIABILITY AND CONTRACTOR'S DIRECT PROPERTY DAMAGE LIABILITY**

(1) This policy must be endorsed in accordance with Endorsements 1, 2, 3, 4, 5 as recited below.

B. **AUTOMOBILE LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE** - This policy must be endorsed in accordance with Endorsement 5 as recited above.

C. **CONTRACTOR'S PROTECTIVE LIABILITY.** This policy shall be endorsed in accordance with Endorsements, 1, 2, 3, 4, 5 as recited above.

D. **OWNER'S PROTECTIVE BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE** - This policy shall be issued in the name of the Owner, its successor or successors. The policy must cover the legal liability of the Owner and the Engineer (the insured), for damages on account of bodily injuries to the public and damage to the property of other caused by the work to be performed under the Contract, with respect to all operations by the Contractor and/or all his subcontractors, including omissions and supervisory acts of the Owner. In addition, the policy for this insurance must fully cover the legal liability of the Owner and the Engineer (the insured), as Owner or Part Owner and agent, respectively. This policy must be endorsed in accordance with Endorsements 1, 2, 3, 4, and 5 as recited below.

Whenever the estimated aggregate losses covered by the property damage insurance policies under 2, 4 and 5 above, equals or exceed fifty percent (50%) of the aggregate policy limit, as estimated or determined by the Owner, such policy shall upon ten (10) days written notice by the Owner be endorsed to restore the initial aggregate policy limit or replaced by another policy having the same limit. All the aforesaid insurance policies and the insurers named therein shall be subject to the approval of the Owner.

ENDORSEMENTS

Policies listed in this Contract must be endorsed, as specified for each policy, as follows unless such coverage is provided for in the policy:

1. To delete explosion, collapse, and underground hazards exclusion.
2. It is understood and agreed that, if during the course of the work employees of the Owner are loaned or assigned to the Contractor to perform work in connection with the Contract, such employees are to be considered as employees of the Contractor for the purpose of this insurance.
3. Whereby the coverage provided under these policies must not be affected if the Owner performs work in connection with the project, of which the Contract may be only a part, by means of its own employees or if the Owner directs or supervises the work to be performed by the Contractor, but any

work which may be performed on the project by the Owner by its own forces under its supervision shall not be covered under these policies.

4. To protect the Owner from payments for accidents arising from the presence of the employees, equipment, machinery and materials of the Contract of his subcontractors, on the premises of the Owner.
5. **Cancellation:**
 - a. Most Certificates of Insurance state under the cancellation clause that *"the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives"*. If your certificate states this, the words *"endeavor to"* and *"but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives"* must be stricken in order to comply with the Contract Documents.

Change to provide that the policies shall not be changed or cancelled until sixty (60) days written notice has been given to the Owner.

ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUB's), (NC DOA) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification:

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9, an E-Verify Affidavit, to the contact person listed on the coversheet.

<https://www.rockymountnc.gov/316/Vendor-Registration>

ATTACHMENT F: PROPOSED PRODUCTS FORM

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

CERTIFICATION BY PRIME CONTRACTOR:

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: _____ Date: _____

Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____

Owner or Designer

ATTACHMENT G: MWBE FORMS

For construction contracts with a value of \$30,000 or greater, the contractor is expected to complete the Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E (if applicable). These forms provided herein are hereby incorporated and made a part of this RFP. Forms can be found at

<https://www.rockymountnc.gov/DocumentCenter/View/580/Bid-Affidavits-PDF>