

INFORMAL CONTRACT

FOR

**Cape Fear Community College
Wilmington Campus- WA Building
Wilson Center Courtyard Canopy**

SCOPE OF WORK:

Provide labor, material and equipment for construction of a canopy and kiln enclosure in the courtyard of the Wilson Center as indicated on Plan Sheets A-0.0, S-1, A-0.1, A-1.1, A-2.1 dated February 6, 2020, Plan Sheets M-1.0, M-1.1, E-1.0, E-1.1 dated January 29, 2020 and herein. Scope includes Demolition, concrete, masonry, roofing, pre-fabricated canopy, wall panel and door system, mechanical, sprinkler plumbing, electrical.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

David Kanoy, Director of Capital Projects and Facilities
Cape Fear Community College
Union Station Building, 502 N. Front Street, Room 174
411 N. Front Street, Wilmington, NC 28401
910-338-6792

up to **3 pm on March 3, 2020** and immediately thereafter publicly opened and read aloud. Complete plans and specification and contract documents can be obtained from:

Cape Fear Community College
Capital Projects Management
502 N. Front Street, Wilmington, NC 28401
ATTN: Barbara Evans, 910-362-7838, bevans@cfcc.edu

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification General Contracting.

A bid bond, performance bond, and payment bond are not required.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid Proposal: Attn: David Kanoy**
Downtown Campus – WA Building
Wilson Center Courtyard Canopy
Contractor License Number

A mandatory Pre-bid Conference will be held on **Thursday, February 27, 2020** at **10:00am** in Lobby, Wilson Center, Bldg WA, 703 N. 3rd St, Wilmington NC 28401. Contractors intending to submit a bid for this project **must** attend the Pre-bid Conference.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work, and has satisfied himself relative to the work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities 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 there from, all in accordance with the contract documents.

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.

No changes shall be made in the work except upon written approval and change order of the Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

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 bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the Owner for approval or disapproval; such approval or disapproval shall be made by the Owner prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

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 Owner 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. Projects constructed by Cape Fear Community College are subject to county or municipal building codes and inspection by the authority(s) having jurisdiction. The Contractor shall obtain building permits at no cost to the Owner.

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

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 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, 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 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 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.

TAXES

North Carolina Sales Taxes and Use Tax do apply to materials entering incorporated into this work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials incorporated into this work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

EQUAL OPPORTUNITY

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 Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE - *Please see attachment - CFCC Insurance Requirements*

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the

Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

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

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

INVOICES FOR PAYMENT

Partial payments will be made monthly based on percentage of work completed during the previous month. Payment for stored material may also be made upon verification by a representative of Cape Fear Community College. Final payment will be made within forty-five (45) consecutive days after acceptance of the work and the submission of the closeout documentation.

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to: Barbara Evans, Project Coordinator, **Cape Fear Community College**, 411 N. Front Street, Wilmington, NC 28412, Telephone: 910-362-7838. It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

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.

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.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Owner and shall fully complete all work hereunder within Sixty (**60**) consecutive calendar days from the Notice to Proceed.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate subcontractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

JOBSITE WORKING HOURS

Contractor will be responsible for coordination with Owner's activities with regard to noisy activities and to access to the courtyard through the lobby, scene dock or classroom wing. We want to minimize disruption to classes. This contract work can't prevent a theater show from loading in or out. Construction work is not allowed during performances. Most performances are in the evenings but sometimes they are during the day. See below list of known times when work or movement through the building may be limited. These limitations are part of the bid and part of the contract.

UTILITIES

Owner will provide electrical power and water at point of source. Connections and extensions will be by the Contractor. Temporary bathroom facilities for construction work will be by the general contractor.

SECURITY

The Contractor shall be responsible for providing security for his material and equipment.

PERMITS

The Contractor shall obtain and pay for all permits and inspections required by local authorities having jurisdiction and obtain certifications of compliance regarding the satisfactory completion of the work under each jurisdiction.

NO SMOKING POLICY

Cape Fear Community College is a 100% tobacco free campus. This includes, all tobacco products and e-cigarettes.

E-PROCUREMENT

All Contractors **must** be registered with North Carolina E-procurement prior to beginning work.

INTERACTIVE PURCHASING SYSTEM

The Contractor **shall** be Registered Vendor with IPS prior to being awarded a Contract.

MINORITY BUSINESS PARTICIPATION

NC General Statute 143-128.2 established a ten per percent (10%) goal for participation by minority business in total value of work for each project. The Contractor **must include with their bid** a completed Identification of HUB Participation form **and** Affidavit A-Listing of Good Faith Efforts **or** Affidavit B-Intent to Perform with Own Workforce. These forms **must** be included with the Contractor's bid. Failure to include the required documents may result in the Owner rejecting the bid. The Contractor shall comply with the

document *Guidelines* for Recruitment and Selection of Minority Businesses for Participation including Affidavits C and D. The Contractor **must** submit completed Appendix E-MBE Documentation for Contract Payments form with their **final** payment request.

JESSICA LUNSFORD STATEMENT

The Contractor shall comply with NC General Statutes: Chapter 11SC-332.1 Sex Offender registries checks, no less than annually, of its employees who provide contracted services to Cape Fear Community College. The check must include the North Carolina State Sex Offender and Public Protection Registration Program, the North Carolina State Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of contract, Contractor will provide CFCC with a statement certifying that none of its employees who will work at any CFCC facility are listed with these programs or registries. **This statement is required within 30 days of the execution of contract.**

CONSTRUCTION SCHEDULE AND SCHEDULE OF VALUES

The Contractor shall submit a Construction Progress Schedule and a Schedule of Values for approval by the Owner prior to commencement of work.

The Progress Schedule shall be a listing of milestone dates to the Owner. No payment will be made without an approved Progress Schedule. The scheduled items of work shall be consistent with the items indicated in the Schedule of Values.

The content of the Progress Schedule shall be coordinated with the Schedule of Values. No payment will be made without an approved Schedule of Values. The Schedule of Values shall be prepared on AIA Documents G702 and G703 indicating the items of work and associated costs for each item. The breakdown shall include labor and materials costs for each item of work. The Schedule of Values will be used as the basis of approving payments.

CONSTRUCTION FACILITIES

The Owner will provide electrical power and water during the construction process. The Contractor will provide temporary generators if needed to operate equipment that cannot operate by 120 volt electrical service.

The Contractor shall provide sufficient rubbish bins and is responsible for removal of construction debris and rubbish from the site on a daily basis.

WARRANTY

The Contractor agrees to warrant the materials and workmanship for a period of one (1) year from the date of Final acceptance of the Project by the Owner.

CLOSE-OUT PROCEDURES -

The Contractor will notify the Owner when the project is complete, including all Punch List items. Upon Final acceptance by the Owner the Contractor shall submit the documents included in the **Close-out Document Checklist**. *Please see attachment.*

DISPUTE RESOLUTION

In the event a dispute arises between the Owner and the Contractor that cannot be resolved by mutual negotiation, both parties agree prior to arbitration and/or litigation to endeavor to settle such disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A demand for mediation shall be filed in writing with the other party of the Agreement and with the American Arbitration Association. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

SUPPLEMENTARY GENERAL CONDITIONS CONT.

Known restrictions on Work Times:

Daily- Monday through Friday – Any material or equipment moving through the lobby needs to be complete and cleaned up by 10:00 am.

Daily – Monday through Friday – Any personnel movement (worker foot traffic) through the lobby needs to be complete by 2pm. No going through the lobby after 2pm.

Saturday and Sunday - the lobby can be accessed if required subject to the restrictions listed below.

Events with Work Time and area restrictions.

March 26-April 5: No access through Scene Dock.

April 13: No access through Scene Dock.

April 15-19: No access through Scene Dock.

April 21-22: No access through Scene Dock.

April 28: No access through Scene Dock.

May 2: No access through Scene Dock.

May 5-6: No access through Scene Dock.

May 9: No access through Scene Dock after 4:00 PM.

May 10: No access through Scene Dock.

May 10-May 13- Exams- no work that creates audible noise in the classrooms/art studios.

May 13-15: No work onsite whatsoever, site must be left clean and secured.

May 17: No access through Scene Dock after 4:00 PM.

May 21: No access through Scene Dock.

May 23: No work onsite whatsoever, site must be left clean and secured.

May 27: No access through Scene Dock.

May 28: No access through Scene Dock after 4:00 PM.

May 29-30: No work onsite whatsoever, site must be left clean and secured.

June 1-2: No access through Scene Dock.

June 11-13: No work onsite whatsoever, site must be left clean and secured.

This is representative of the level of restrictions we are working under. Exact dates are subject to change and additional restrictions can be added or cancelled.

- Parking: CFCC will not provide worker parking for this project.
- Loading: Loading dock is for immediate loading/unloading only, trucks can't be parked or left unattended without express permission from CFCC Capital Projects. Note that CFCC loading dock has truck ramps and note the size of the door openings are about 8' x10'.
- Lay down area: CFCC can provide a small area for lay down of the canopy system delivery in Student Lot 2 for about 1 week as required. Other materials shall be stored offsite or within the courtyard.

PROPOSAL AND CONTRACT
for

Wilmington Campus – WA Building
Wilson Center Courtyard Canopy

The project site is located at Cape Fear Community College Wilmington Campus in Wilmington, NC.

We are in receipt of Addendum No(s). 1_____ 2_____ 3_____ 4_____

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Cape Fear Community College 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 accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Cape Fear Community College for the sum of:

BID: _____ **Dollars**

submitted this _____ day of _____ 20____

(Contractor)

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.)

ACCEPTED by CAPE FEAR COMMUNITY COLLEGE

Total amount accepted by the Owner:

BY: _____ TITLE: President
Jim Morton

DATE: _____

Minimum Insurance Requirements

Insurance Requirements	
Commercial General Liability (CGL) – (occurrence form) coverage not less than: Schedule of Endorsements must be provided GL Policy Number must be listed	\$2,000,000 General Aggregate* \$1,000,000 Products and Completed Operations Aggregate \$1,000,000 Each Occurrence *Including contractual liability, waiver of subrogation, primary & non-contributory.
Commercial Auto Liability: – Required for all Owned Autos or must include ‘Hired & Non-Owned Auto’ coverage:	\$1,000,000 Combined Single Limit
Umbrella Liability – Additional coverage that can be combined to meet requirements	
Workers’ Compensation is required if the contractor/vendor has employees. A Waiver of Worker’s Compensation is acceptable for a Sole Proprietor, Partners, or LLC that has NO employees.	State Statutory Limits* Employee Liability \$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee *Including waiver of subrogation in favor of CFCC
Additional Insured – Cape Fear Community College, its officers, agents and employees are included as additional insured under contractors/vendors Commercial General Liability coverage.	– Coverage must be primary and non-contributory above any other insurance Cape Fear Community College may carry.
Additional Requirements, When Applicable	
Professional Liability (Errors and Omissions) —if professional services are being provided	\$1,000,000 Per Occurrence/\$2,000,000 Aggregate
Environmental/Pollution Liability — if applicable	Amount TBD; Required if use of hazardous materials or environmentally sensitive.
Garage Liability and/or Garage Keepers On-Hook Cargo	Amount = to value of vehicles/vessel being stored. Amount = to value of vehicles/vessel being towed.
Fidelity Bond	Amount TBD; Required if loss of money or other property is at risk due to dishonest acts.
Cyber Liability	\$1,000,000 Per Occurrence *Including information security & privacy liability
Installation Floater	Amount = to value of equipment being installed; Required if job involves installation of equipment.
Bid, Performance, Payment Bonds	Amount = to 100% of construction contract amount; Required depending on the size/location/description of work.
Liquor Liability	\$1,000,000 Per Occurrence if lessee sells/serves alcoholic beverages.
All Risk levels of Certificates of Insurance should include the following:	
<ol style="list-style-type: none"> 1. Cape Fear Community College, its officers, agents and employees are included as additional insured. 2. Disclose any self-insured retention (allowed only if pre-approved) 3. Designate Cape Fear Community College as certificate holder. 4. Cape Fear Community College shall be notified at least 30 days in advance of cancellation or material change in coverage. 5. Provide a Waiver of Subrogation on Worker’s Compensation/Employer’s Liability; contact Risk Mgmt. if not available from insurer. 	

CERTIFICATES OF INSURANCE MUST INDICATE THE FOLLOWING

- 1) CFCC needs to be listed as the **Additional Insured**:
 - Cape Fear Community College, its officers, agents and employees must be included as additional insured under contractors/vendors Commercial General Liability as it pertains to the work done/service provided and/or product delivered to the College.
 - Coverage must be primary and non-contributory above any other insurance CFCC may carry
- 2) CFCC needs to be listed as the Certificate Holder: **Cape Fear Community College, ATTN: Lisa Wilcox, Risk Management Specialist 411 N. Front Street, Wilmington, NC 28401**
- 3) CFCC requires a COI which shows General Liability, Workers' Compensation, Automobile Liability.
 - a. Risk Management may opt to waive the requirements for Automobile Liability or the Workers' Compensation—depending on the scope and scale of the job or event.
- 4) Carrier and effective/expiration date must be shown on all coverages listed on COI.
- 5) If a professional advice or certification service is being rendered, a COI will need to be provided with proof of Professional Liability.
- 6) If a service is being rendered involving alcohol, Liquor Liability will need to be provided.
- 7) If the service being rendered involves waste removal of any kind, a COI will need to be provided with proof of Pollution Liability as well as Transportation Liability.
- 8) If a service is being rendered parking, storing or towing a vehicle/vessel, Garage Liability or Garage Keepers and/or On-Hook Cargo will need to be provided.
- 9) If any products and/or services related to information technology (including hardware and/or software) are provided to CFCC, Cyber Liability and Technology Errors and Omissions will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.
- 10) **There may be instances where Risk Management will require other additional insurance and/or coverages that are based on the service(s) provided.**

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 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 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 in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 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.

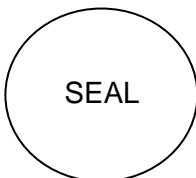
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure 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 business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

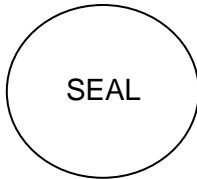
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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 _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

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

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

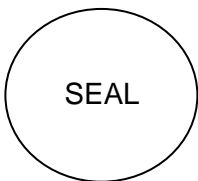
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

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

Project ID# _____ (Project Name) Amount of Bid \$ _____

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

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

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

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

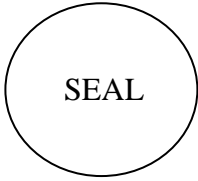
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Cape Fear Community College

CLOSE-OUT DOCUMENT CHECKLIST

Project: _____

Contractor: _____ **Final Completion Date:** _____

Note: When all of the following documents have been completed and received, this checklist should be completed. Copies of documents should accompany the final application for payment.

- 1. Fully Executed Final Change Order (i.e., for allowances, deductions for work done by others etc.).

- 2. Final Approved Application for Payment along with MBE Documentation for Contract Payments – Appendix E

- 3. Contractor’s Final Affidavit and Waiver of Liens properly signed and notarized

- 4. Certificate of approval from County Inspections Department.

- 5. Contractor’s One Year Warranty.

- 6. Warranty Summary Sheet and original Mfg. Warranties for specific items (ex: heat pumps) etc.

- 7. Contractor’s Certification of Non-Use Asbestos

- 8. Record Drawings received from Contractor.

- 9. Operations and Maintenance Manuals

Project Manager’s Signature

Date: