



PROJECT MANAGEMENT

Informal Bid Request
#25-26-24

Project:

Fence Replacement – Common Ground Playground
Elm Street Park
Greenville, NC

Scope of Work:

Provide material, equipment, and labor to replace the chain link fence, including posts and rails, at the Common Ground playground at Elm Street Park.

Special Conditions:

Work must comply with all OSHA safety guidelines.

Contractor is responsible for all needed paperwork to obtain required permits. All permits must be posted prior to the commencement of work.

A site visit is recommended but is not required to submit a bid.

Site Location:

Elm Street Park
1058 S. Elm Street
Greenville, NC

Bid Submittal Deadline:

Thursday, October 23, 2025 @ 2:00 PM

Via email to: mwatson@greenvillenc.gov

INVITATION FOR INFORMAL BID ON

FENCE REPLACEMENT – COMMON GROUND PLAYGROUND

INSTRUCTIONS FOR BIDDERS

The person, firm or corporation making a proposal shall submit a bid to *Mike Watson, Project Coordinator*, on or before the hour and day stated on the attached bid request form. The preferred method of delivery of the bid is by email to mwatson@greenvillenc.gov. The bid may also be mailed or hand delivered to the Jaycee Park Administrative office located at 2000 Cedar Lane, Greenville, N.C., 27858 and must be received prior to the submittal deadline time and date stated and shall have the words *Bid Enclosed, Fence - CGP Attn: Mike Watson* along with the company name on the outside of the envelope.

All mailed or hand delivered bids received in the office will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud. The bids will be opened and evaluated, and a tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

The bidder shall include the required responses and supply all the information as indicated on the Bid Submittal Form, Attachment B. The prices inserted shall be net and shall be the full cost including all factors whatsoever. Any bids not submitted on such forms provided will be considered nonresponsive.

No bid may be changed or withdrawn after the time of the opening. Modifications or withdrawals will only be accepted if submitted in writing to *Mike Watson, Project Coordinator*, before the specified time of the bid.

The City of Greenville reserves the right to reject any and all bids, to waive any formalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the opening.

The scope of work attached represents the minimum specification or description of work to be purchased or contracted. These requirements are not intended to prevent fair responses or to eliminate competition, but they are intended for the protection of each and every proposer to ensure, if possible, that all bids submitted shall be upon a fair and comparable basis.

It is expressly understood by the bidders that written notice of award and/or receipt of purchase order will constitute agreement by the City to consummate the transaction and will serve together with the proposal, scope of work, and these instructions as the entire form of contract between the parties except in cases where formal contracts are warranted.

All work shall be FOB, Greenville, N.C.

Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

New vendors must register with the City of Greenville's online portal at the following web address: <https://cityofgreenvillenc.munisselfservice.com/vss>

Minority and/or Women Business Enterprise (MWBE) Program:

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned firms whenever possible.

Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager, at (252) 329-4862.

Equal Employment Opportunity Clause:

The City of Greenville, NC is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

TITLE VI NONDISCRIMINATION NOTIFICATION:

The City of Greenville, NC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby 1178814- v4 7 notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. See Attachment A for more information.

Insurance Requirements:

The following insurance coverages and limits are standard insurance requirements for City contracts. At times the scope of the contracted work may require additional or unique coverages and increased limits.

The name of the contracting party must agree to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall be required and accompany the Contract:

1. **Workers' Compensation Insurance:**

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include **all employees**.

2. **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

3. **Commercial Automobile Liability:** (If Applicable)

Limits:

Combined single limit \$1,000.000

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

4. **Professional Liability:** (If Applicable)

Limits:

Each Claim Made:	\$1,000,000
Aggregate:	\$2,000,000

5. **Builders Risk Coverage:** (If Applicable)

Limit:

Minimum limit in the amount of total bid price.

The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

6. **Named Insured:**

The named Insured shall be The City of Greenville, P.O. Box 7207, Greenville NC 27835, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted doing business in North Carolina and be acceptable to the City of Greenville's Safety Risk Manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Safety Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified. The Certificate of

Insurance must identify the Contract and contract work, including location, to be completed in the description section.

The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve contractor of any requirement to provide the specific insurance coverages set forth in the Contract. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Contract or acknowledgement that all insurance coverage requirements set forth in the Contract have been met.

Hold Harmless and Indemnity Agreement:

To the fullest extent permitted by law, the **Contractor** shall indemnify and hold harmless the City of Greenville, its employees, agents and consultants against any liability arising out of or in connection with any of the operations or obligations of the **Contractor**, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of the **Contractor** or anyone directly or indirectly employed by them or anyone for whose acts the **Contractor** may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exists as to a party or person described in this paragraph.

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

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

The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at <https://www.greenvillenc.gov/government/financial-services/purchasing>.

Any questions regarding any part of this proposal shall be directed via email to Mike Watson, Project Coordinator, at mwatson@greenvillenc.gov no later than 10:00 AM on Thursday, October 16, 2025.

Bids must be submitted using the provided Bid Submittal Form, Attachment B, accompanied by the completed Reference Information Sheet.



PROJECT MANAGEMENT

Fence Replacement – Common Ground Playground Elm Street Park

Scope of Work

Scope

Provide labor, material, and equipment to install a new chain link fence including fence fabric, posts, rails, caps, and fasteners. Demolition will be by others. The length and width of the new fence shall match the existing. All work shall be to industry standards. All OSHA requirements and other safety guidelines associated with the work shall be followed.

Schedule

The schedule for the work outlined in this Scope of Work is to be determined, with December 2025 to February 2026 identified as the target timeframe. Installation can begin once the demolition is complete. Once the work starts, schedule adjustments may be permitted due to weather-related delays.

Debris

All debris associated with this project shall be removed and properly disposed of offsite.

General Requirements & Information:

1. Contractor is responsible for verifying all measurements. Fence is approximately 185' x 40' and 4' high.
2. See Attachment C for the area of work.
3. Furnish and install new 2" mesh chain link fencing with 9-gauge wire with an 8-gauge vinyl finish. The new fence shall be installed in the same location as the existing fence.
4. Tension wire (6 gauge) shall be installed at the bottom of all fence fabric.
5. Fence shall be knuckled at the top and bottom.
6. All fence ties shall be steel.
7. No gates will be required.
8. Requirements for posts and rails:
 - SS-20 for post and rails
 - 1 5/8" top rails
 - 2" line posts with caps
 - 2 1/2" terminal posts with caps

9. Color of the fencing shall be black with all matching components.
10. The Contractor shall be responsible for providing a safe work site at all times.
11. Contractor shall take care not to damage any portion of the park, concrete, landscaping, etc. Any damage caused by the contractor shall be repaired prior to the completion of the project.
12. Contractor will be able to use the facility's electricity, water, and restrooms to complete the work.
13. The laydown area, parking, time of work, etc. will be discussed at a pre-construction meeting with the awarded contractor.
14. Contractor shall comply with all OSHA requirements and safety guidelines associated with the work.

Warranty

Provide a standard manufacturer's warranty on all materials and a minimum two (2) year labor warranty.



PROJECT MANAGEMENT

Title VI of the Civil Rights Act of 1964
Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Bid Submittal Form

Fence Replacement – Common Ground Playground
Bids Due: Thursday, October 23, 2025 by 2:00pm

Contractor's Business Name: _____ License #: _____

Address: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Business Type (sole proprietor, partnership, LLC, Inc., Other): _____

We hereby submit our bid to supply all materials and labor required to complete the scope of work.

Bid Amount: (\$ _____) _____

_____ and _____ / 100 Dollars

Addenda Received (if applicable): _____

Submitted by: _____
(print)

Signature: _____ Date: _____

REFERENCE INFORMATION SHEET

Vendors must include a list of three (3) references from clients they've worked with on similar projects. All client information must be provided in full. This information is to be submitted with the Bid Submittal Form. Contractors should possess relevant experience in comparable construction projects.

Contractor Business Name: _____

Years in business: _____

1. Project Name: _____

Project Description & Location: _____

Contact Name: _____ Completion Date: _____

Phone Number: _____ Email: _____

2. Project Name: _____

Project Description & Location: _____

Contact Name: _____ Completion Date: _____

Phone Number: _____ Email: _____

3. Project Name: _____

Project Description & Location: _____

Contact Name: _____ Completion Date: _____

Phone Number: _____ Email: _____

Area of Work

