

# Informal Bid Request ITB#24-25-35

# **Project:**

Exterior Building Repair and Painting Greenville Aquatics & Fitness Center Greenville, NC

# Scope of Work:

Provide material, equipment, and labor to repair, prep and paint portions of the exterior building located at the Greenville Aquatics & Fitness Center.

### **Special Conditions:**

Work must comply with all OSHA safety guidelines.

Contractor 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:**

Greenville Aquatics & Fitness Center (GAFC) 921 Staton Rd Greenville, NC

Bid Submittal Deadline: Tuesday, March 18, 2025 @ 2:00 PM

Via email to: mwatson@greenvillenc.gov

### INVITATION FOR INFORMAL BID ON

### EXTERIOR BUILDING REPAIR AND PAINTING – GAFC

### 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 <a href="mailto:mwatson@greenvillenc.gov">mwatson@greenvillenc.gov</a> 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 <a href="mailto:Bid Enclosed">Bid Enclosed</a>, GAFC Ext. Repair & Paint 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 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 unresponsive.

No bid may be changed or withdrawn after the time of the opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request in writing is made to *Mike Watson*, *Project Coordinator*.

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 insure, 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: <a href="https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx">https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx</a>

General Contractor is responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registrations prior to contract award.

General Contractor must provide total amounts paid to MWBE subcontractors with each payment application/invoice.

### 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 US.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.

**LIQUIDATED DAMAGES:** If the Contractor fails to complete the work within the time specified in the bid package, the Contractor shall pay liquidated damages to the City of Greenville in the amount of \$100.00 for each calendar day of delay until the work is completed or accepted.

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. <a href="https://www.greenvillenc.gov/government/financial-services/purchasing">https://www.greenvillenc.gov/government/financial-services/purchasing</a>.

Questions regarding any part of this proposal shall be directed via email to Mike Watson, Project Coordinator, at <a href="mailto:mwatson@greenvillenc.gov">mwatson@greenvillenc.gov</a>

All bids shall be submitted on the attached bid submittal form, Attachment B.



# PROJECT MANAGEMENT

# **Exterior Building Repair and Painting GAFC**

# **Scope of Work**

### Scope

Under the Base Bid, as noted, the Contractor shall supply all labor, equipment and material to make repairs on the exterior insulation and finish system (EIFS); prep and paint the exterior doors, metal downspouts, gas pipes, conduit, and all steel lintels. Alternate #1 will include removing and replacing deteriorated foam insulation on some mechanical lines. Alternate #2 will include replacing ADA parking signs on existing posts. All work shall be to industry standards. All OSHA requirements and other safety guidelines associated with the work shall be followed.

### **Debris**

All debris associated with this project shall be removed and properly disposed of offsite. Contractor is responsible for removing all paint chips from the site.

### **General Requirements**

### **Base Bid:**

- 1. Contractor is responsible for all measurements.
- 2. Only the exterior portions of the building associated with the GAFC will be part of this project. See Attachment D for photo showing this area.
- 3. Within the boundaries of the work, pressure wash the entire exterior including the upper walls of the building prior to painting any items. Contractor can use water from the facility.
- 4. Paint shall be by Sherwin Williams or approved equal. See Attachment C for schedule of primer and paint.
- 5. Preparation of all surfaces shall be done to industry standards and to manufacturer's instructions. Use safe work practices to remove any old paint.
- 6. See Attachment D on items that are to be repaired, prepped and painted. *Painting of the EIFS is not included in the scope of work.*
- 7. Use a polyurethane sealant to fill in the holes in the EIFS (see Attachment D). Sealant shall match the color of the EIFS as close as possible. Clear can be used if no matching colors are available.
- 8. Replace two aluminum grates in the soffit as directed (see Attachment D)
- 9. Cover the exposed plywood in the soffit at the far-right side of the gym with metal and paint to match the existing soffit as close as possible.

- 10. Clean exterior side of all windows after the work has been completed.
- 11. Contractor shall take care not to damage any concrete, landscaping, fencing, etc. Any damage caused by the contractor shall be repaired prior to the completion of the project. Contractor shall also be responsible for all damages that may arise from installing the new paint such as but limited to overspray, dropped paint on non-painted surfaces, etc.
- 12. Contractor shall comply with all OSHA requirements and safety guidelines associated with the work within the scope of work.
- 13. Work shall start the week of April 7, 2025, and must be completed by the end of the day of April 30, 2025. Liquidated damages will apply if not completed on time.

### Alternate #1:

1. Within the fenced in areas, remove the deteriorated foam pipe insulation on the exterior mechanical lines and replace with new closed-cell foam insulation with a minimum one-inch-thick wall and sized to fit the diameter and length of pipe.

### Alternate #2:

1. Provide labor, equipment, and materials to remove and replace the ADA parking signs on four existing poles. Replacement signs shall match the size and wording of the existing and be installed with new stainless-steel hardware. Note: ADA signs in the parking lot closer to the main entrance is not the property of the City of Greenville.

### **Warranty**

Provide a standard manufacturer's warranty on all material and a 1-year warranty from the contractor on all labor.

### Notes

Contractor will be able to use the facility's electrical, water, and restrooms to complete the work.

The facility will remain open to the public so the Contractor shall make allowances for this and be responsible for providing a safe work site at all times.

The laydown area, parking, time of work, access to the building, etc. will be discussed at a pre-construction meeting with the awarded contractor.

### <u>Title VI of the Civil Rights Act of 1964</u> 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 Non-discrimination 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.
- 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, subrecipients 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 Form**

Exterior Building Repair & Painting - GAFC

Contractor Name and Address:		
Phone Number:	Date:	
Base Bid Amount:	\$	
Alternate #1 Bid Amount:	\$	
Alternate #2 Bid Amount:	\$	
Addenda:		
Submitted by:		
Signature:		

BIDS ARE DUE BY 2:00 PM TUESDAY, MARCH 18, 2025.



# Specification

Project Information

Presented By: Michael Weimar Sales Representative

(252) 378-5461 michael.p.weimar@sherwin.com

SHERWIN-WILLIAMS 303 E ARLINGTON BLVD GREENVILLE, NC 27858 5017 (252) 756-6108

July 17, 2024



# **Exterior Finishes**

## **Concrete**

Primer: A24W00300 - Loxon® Concrete and Masonry Int/Ext Primer

**1st Coat:** A82W00151 – A-100® Exterior Latex Satin **2nd Coat:** A82W00151 – A-100® Exterior Latex Satin

### **Steel/Ferrous Metal**

**Primer:** B66W01310 – ProIndustrial ProCryl Primer

1st Coat: B53W02151 – ProIndustrial Waterbased Urethane Alkyd Semi-gloss 2nd Coat: B53W02151 – ProIndustrial Waterbased Urethane Alkyd Semi-gloss

Data Pages & Safety Data Sheets are available upon request.

# **Area of Work**



**Yellow Line** – Work is confined in this area.

**Blue Line** – Area of the four ADA signs (see Alternate #2)

**Red Square** – Replace mechanical line insulation this area (see Alternate #1)

Included in the Base Bid scope of work, prep and paint the following items only:

Paint two single metal doors and frames.





Paint two double metal doors and frames.





Paint the gas line.



Paint the concrete pad.



Paint the downspouts and conduit, including all brackets.







Paint exposed metal lintels (include ones not pictured).







Note: Painting of the EIFS or any other portions of the building are not part of the scope of work.

Use polyurethane sealant to fill in the holes in the EIFS. Use a color to match as close as possible. Clear can be used if no matching colors are available. Paint the exposed round electrical box to match the EIFS as close as possible.



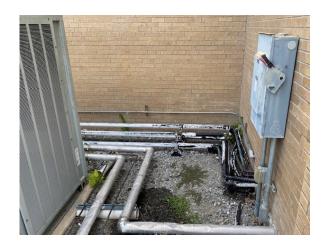
Replace two grates with new aluminum grates.



At the right rear of the gym, cover the exposed plywood on the soffit with metal and paint to match existing soffit as close as possible.



Alternate #1 – Remove and replace the foam mechanical line insulation:





Alternate #2 – Replace all ADA parking signs with new mounted to existing 4 posts:

