



INVITATION FOR BIDS

**BANKS ROAD PARK
BASEBALL FIELD**

**Bids Will Be Received Until
2:00 PM
August 7, 2025**

**TOWN OF FUQUAY-VARINA TOWN HALL
134 NORTH MAIN STREET
FUQUAY-VARINA, NC 27526**

by the
ENGINEERING DEPARTMENT
of the
TOWN of FUQUAY-VARINA

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ADVERTISEMENT FOR BIDS

OWNER: Town of Fuquay-Varina
134 North Main Street
Fuquay-Varina, North Carolina 27526

Bids will be received for:

Banks Road Park Baseball Field

The Banks Road Park Baseball Field bid includes, but is not limited to, all labor, materials, and incidental items required for the construction of a new baseball field. This encompasses site preparation, grading, installation of the playing field, and any additional components necessary to complete the project. All elements of work not included in the bid schedule shall be considered incidental to the contract with no further payment provided. (hereinafter "Contract Work").

No oral interpretations will be made as to the meaning of the Contract Documents. Interpretation, if deemed necessary, will be in the form of a written Addendum.

Deadline for question submittal will be Wednesday, July 30, 2025, at 5:00 pm. All questions should be submitting in writing to csimonson@fuquay-varina.org and will be addressed via an addendum. The final addendum will be posted to the Town website and IPS by 5:00 pm on Thursday, July 31, 2025. Bidders shall monitor the Town website website for any addendums that may be posted prior to Thursday, July 31, 2025.

Bids will be received until 2:00 PM on Thursday, August 7, 2025. This is an informal project, so bids are not required to be sealed and may be received in any form specified by the local government. Bids may be submitted via email to csimonson@fuquay-varina.org, or hand or mail delivered to the attention of Cody Simonson, PE, Staff Engineer, at the Fuquay-Varina Town Hall, 134 N. Main St, Fuquay-Varina, NC 27526. All submitted bids will be reviewed by the Town of Fuquay-Varina.

Contract Documents are available from the Town of Fuquay-Varina Engineering Department at 134 North Main Street, Fuquay-Varina, North Carolina 27526 and at <https://www.fuquay-varina.org/Bids.aspx>.

The Contractors submitting a bid for this project must possess the proper license classification to perform the Work elements contained in the specifications in accordance with North Carolina General Statutes; and if selected, provide a copy of their active license to the Owner.

The OWNER reserves the right to waive any informalities or minor defects or to reject any and all bids.

Town of Fuquay-Varina
Adam Mitchell, Town Manager

INFORMATION FOR BIDDERS

Bids may be submitted via email to csimonson@fuquay-varina.org, or hand or mail delivered to the attention of Cody Simonson, PE , Staff Engineer, at the Fuquay-Varina Town Hall, 134 N. Main St, Fuquay-Varina, NC 27526. For email submissions, include a clear subject line indicating the bid for:

Banks Road Park Baseball Field

For hand or mail delivered submissions, please ensure that the bid is clearly marked with the project title, **Banks Road Park Baseball Field**. In all cases, please include the Bidder's name, address, North Carolina contractor license number, and the name and phone number of a contact person.

No oral interpretations will be made as to the meaning of the Contract Documents. Interpretation, if deemed necessary, will be in the form of a written Addendum.

All bids must be made on the required form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Only one copy of the bid form is required. Altered bid forms will be rejected. A conditional or qualified bid will not be accepted.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the Work description by examination of the site and review of drawings and specifications including addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his/her/its bid. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning quantities of Work or the nature of the Work to be done.

All bidders must, at minimum, make a good faith effort to comply with HUB requirements. The bidder shall include with the bid the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms are included within this contract. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.). There is no participation goal for this project.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any conditions of the contract.

The Owner may make such investigations as he/she deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the Work contemplated therein.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner. The Owner reserves the right to waive technicalities and/or reject any or all proposals.

The low Bidder shall supply the names and addresses of material suppliers and subcontractors when requested to do so by the Owner.

The party to whom the contract is awarded will be required to execute the Contract within ten (10) calendar days from the date when the Notice to Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary agreement forms. In case of failure of the Bidder to execute the agreement, the Owner may, at his option, consider the Bidder in default.

The Owner, within five (5) calendar days of receipt of an acceptable agreement, signed by the party to whom the bid was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should

the Owner not execute the agreement within such period, the Bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within five (5) calendar days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such a period, the time may be extended by mutual written agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the five (5) calendar days period or within the period mutually agreed upon, the Contractor may terminate the agreement without further liability on the part of either party.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Town of Fuquay-Varina, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina. Alternate equivalent sureties will be accepted on a case-by-case basis.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

BID SECURITY *(Not Required for this Project)*

**TOWN OF FUQUAY-VARINA
BANKS ROAD PARK
BASEBALL FIELD**

Submit Bids to:

Email Address: csimonson@fuquay-varina.org

Mailing Address/Hand Delivery: Cody Simonson, PE, Staff Engineer, 134 N. Main St, Fuquay-Varina, NC 27526

Project Description: The purpose of this project is to construct a new baseball field, including site preparation, grading, and any other necessary components. Please refer to the provided plans and specifications for detailed project requirements.

PROJECT TIMELINE

Deadline for Question Submittal: Wednesday, July 30, 2025, at 5:00 pm

Addendums: Will be posted on Town website. The final addendum will be posted by Thursday, July 31, 2025, by 5:00 pm.

Bid Submission Deadline: Thursday, August 7, 2025, at 2:00 pm

Project Duration: The Contract Work is to be finally and fully complete within 180 CONSECUTIVE CALENDAR DAYS of the Commencement Date recorded on the Notice to Proceed. Town reserves the right to assess Liquidated Damages of \$300 per calendar day per property for failure to meet the above timelines.

TO: THE TOWN OF FUQUAY-VARINA, NORTH CAROLINA ("Owner")

FROM: "BIDDER" _____

ADDRESS _____

DATE OF BID _____, 2025

The Bidder hereby signifies that it is his/her/its/its intention and purpose to enter into a formal Contract with the Town of Fuquay-Varina, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the Work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Banks Road Park Baseball Field

for the Town of Fuquay-Varina, North Carolina in accordance with the Contract Documents, including Addenda attached thereto** _____ under the conditions of and in accordance with the terms of this Bid Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the Work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the Work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Design Engineer under them, in a first class manner.

** Fill in appropriate Addenda number(s): _____

THAT: Owner may reject any and all bids and award the contract to the bidder that it determines, in its sole and absolute discretion, to be the lowest responsible bidder after taking into consideration the best interest of Owner.

THAT: The Work under each Section of the Technical Specifications will be awarded under one Contract and the Owner shall have the right to include or exclude such component(s) of Work under each Section of the Technical Specifications as the Owner may deem to be in the best interests of the Owner and reduce the Bid price accordingly.

THAT: Upon being notified of being the apparent lowest responsible Bidder, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract and payment for all materials and labor.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Bid Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: The Bidder shall be prepared to execute a Contract within the time specified in the Information to Bidders.

THAT: The Bidder proposes to enter into a Contract in accordance with this Bid Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful Bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract Price based on a combination of Lump Sum Prices and Unit Prices with estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful Bidder shall have all proper Contractor licenses with applicable classifications and privilege licenses required under North Carolina state laws governing their respective trade(s) and be in good standing with their respective North Carolina Licensing Board.

THAT: The lowest bid will be determined by the total cost of the Contract with the prices of and alternates accepted being added to or deducted from the Base Bid to give the total cost of the project. (If there is to be no change in price for an alternate, please so state. Indicate by plus or minus sign for all alternates whether the alternate is to be added to or deducted from the base bid. Bidders are required to give a price for the Lump Sum Base Bid and all Alternates.

TOTAL LUMP SUM:	\$
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The Town intends to award a contract(s) to the **lowest** responsive and responsible bidder based on the total lump sum cost. However, the Town reserves the right to award the contract(s) in its best interest, which may include consideration of past excellent performance on Town contracts.

SIGNATURE PROPOSAL PAGE

It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the Town of Fuquay-Varina. **The Bidder must sign and include the Non-Collusion Affidavit Form with its proposal for the bid to be considered.**

The undersigned certifies that they have read and understood all the provided bid documents, the Detailed Specifications, and agree to the terms and conditions stated herein. **This signature page MUST be completed by a representative of the company authorized to bind the submitter to the bid provisions.** Failure to manually sign this form in ink will render the bid non-responsive.

(IF AN INDIVIDUAL, PARTNERSHIP OR NON-CORPORATE ORGANIZATION)

Signature of Bidder _____ (Seal)

By: _____ Address: _____

Names & Addresses of Members of Firm

(IF A CORPORATION)

Signature of Bidder _____ (Seal)

By: _____ Address: _____

Incorporated under the Laws of the State of _____

President: _____
Name and Address

Secretary: _____
Name and Address

Treasurer: _____
Name and Address

The following information is requested for statistical purposes only. Provisions or omissions of this information will not affect the Town's award of this contract.

Bidder certifies that: a) we are a woman-owned business, or we are not

b) we are a minority-owned business, or we are not

if yes, please identify in the appropriate box below.

Black

Hispanic

Native American Indian

Asian American, including Indian Subcontinent and Pacific Islands

Socially and economically disadvantaged

Disabled

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Bid Proposal, the undersigned agrees that this bid will remain in effect for a period of 60 days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Bid Proposal, and that the undersigned agrees to complete the Work in accordance with the Contract Documents.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, or an individual). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm

Date

Authorized Signature

(Seal)

Title

Name of Project

Address of Firm

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

attach to bid - required

State of _____)

County of _____)

Project: **Banks Road Park Baseball Field**

_____ (name), being first duly sworn, deposes and says that:

1. He/she is (circle: owner, partner, officer, authorized representative or agent) of _____, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Wake, N.C. or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.
6. Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
7. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, or an individual). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm

Date

Authorized Signature

Title

Address of Firm

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

OWNER: Town of Fuquay-Varina
Fuquay-Varina, North Carolina

PROJECT: Banks Road Park Baseball Field
Fuquay-Varina, North Carolina

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated ____/____/2025.

It appears that you are the apparent lowest responsible Bidder and it is in the best interest of said Owner to accept your Bid Proposal in the amount of: \$_____ You are therefore hereby notified that your Bid Proposal has been accepted for the Banks Road Park Baseball Field.

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder’s Performance and Payment Bonds within ten (10) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid Proposal as abandoned and to award the Work covered by your Bid Proposal to another bidder, or to readvertise the Work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 2025.

Town of Fuquay-Varina, North Carolina

By: _____
Mark Matthews, Assistant Town Manager

**INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM
FOR TOWN OF FUQUAY-VARINA CONTRACTS**

Do Not Remove from Contract

Please observe the following in executing the attached document:

- 1) The Town may contract with four types of legal entities.
 - a) If the agreement is with an Individual, that individual should sign the agreement exactly as his/her/its/its name is set out. If the Contractor is with an individually owned business, the Contract should be with the individual owner, and not the named business.
 - b) If the agreement is with a Corporation, execution on behalf of the Corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his/her/its/its authority to execute and bind the company.
 - c) If the agreement is with a Partnership, all members of the Partnership should execute unless an authorized partner is designated to execute. Documentation of such should be attached.
 - d) If the agreement is with a limited liability company, execution by its manager along with another official attesting his/her (manager's) authority to execute the Contract.
- 2) The Contractor signs the Contract and his/her/its/its signature should be notarized.
- 3) The Contractor must fill in the following forms:

Subcontractors and Material Suppliers List
- 4) Additional bidders certification signed.
- 5) After signing the Contract, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.
- 6) The instrument should not be dated, except by the last person executing the Contract, normally the Town Clerk.
- 7) Non-discrimination provisions should be included with the Contract.
- 8) Digital copies of the contract are provided to the Contractor via the Town website. The original and (2) two copies should be signed and returned to the Town of Fuquay-Varina for signature, after which one (1) copy will be returned to the Contractor.

SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

Bidder shall provide the following information concerning minorities and women owned subcontractors. All information shall be complete for acceptable award.

A. List of Subcontractors to be used:

Subcontractor	Work	Dollar Amount	% of Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Material Suppliers List:

Supplier	Material	Dollar Amount	% of Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PROCEDURE FOR REPORTING NORTH CAROLINA
SALES TAX EXPENDITURES ON TOWN OF FUQUAY-VARINA CONTRACTS**

The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.

- (a) It shall be the General Contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the General Contractor and each of the subcontractors.
- (b) The documentary evidence shall consist of a certified statement by the General Contractor and each of the subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid to each vendor. A certified statement must show the invoice numbers covered and inclusive dates of such invoices.
- (c) Materials used from General Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- (d) The General Contractor shall not be required to certify the subcontractor's statements.
- (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by Contractors and Subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become part of or annexed to buildings or structures being erected, altered, or repaired under contracts with such institutions, organizations, or governmental units.
- (f) The Contractor or Contractors to whom an award is made on this project will be required to follow the procedure outlined above. The Contractor is advised that all requests for payment, partial or final, for Work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

WORKERS COMPENSATION AND PUBLIC LIABILITY INSURANCE CERTIFICATE

(Attach to this page)

THIS CONTRACT is made and executed by and between the Town of Fuquay-Varina, North Carolina, a municipal corporation hereinafter designated as the “TOWN” and _____ hereinafter designated as the “CONTRACTOR”:

WITNESSETH:

In consideration of the payments agreed to be made by the TOWN, hereinafter specified, the TOWN and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

The CONTRACTOR, at his/her/its own cost and expense and with skill and diligence shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

Banks Road Park Baseball Field

The Banks Road Park Baseball Field bid includes, but is not limited to, all labor, materials, and incidental items required for the construction a new baseball field. This encompasses site preparation, grading, installation of the playing field, and any additional components necessary to complete the project. All elements of work not included in the bid schedule shall be considered incidental to the contract with no further payment provided.

In strict accordance with the most recent edition and as shown in the specifications, schedules, drawings, and other documents set forth herein or incorporated by reference:

*Banks Road Park – Baseball Field Construction Drawings, Prepared by The Curry Engineering Group, PLLC, Dated 7/10/2025,
Town of Fuquay-Varina Standard Specifications and Construction Details*

The CONTRACTOR shall further perform, consistent with the Terms herein setout, the Contract Work in accordance with the directions given from time to time during the construction by the Town Engineer, and such other official, employee, or other agent of the TOWN as the TOWN may designate.

II. GENERAL OBLIGATION OF THE CONTRACTOR

The CONTRACTOR will accept the sum of unit price work elements specified in this Contract in full compensation and satisfaction for the performance of this Contract and as consideration of this Contract. The CONTRACTOR shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the Contract Work required by this Contract, and for all risks of every description connected with the said Contract Work; and the CONTRACTOR shall be responsible for well and faithfully completing the whole Contract Work according to all applicable plans and specifications and the terms and conditions of this Contract, the General, Supplementary, and Special Conditions are annexed hereto and incorporated herein by reference.

III. TIME OF COMMENCEMENT AND COMPLETION

The Contract Work required by this Contract shall be commenced by the CONTRACTOR not later than five (5) calendar days after the date of the execution of this Contract and issuance of the Notice to Proceed, and the entire Contract Work shall be no later than seven (7) calendar days after the date of the Notice to Proceed. The Contract Work is to be finally and fully complete within **180 CONSECUTIVE CALENDAR DAYS** of the Commencement Date recorded on the Notice to Proceed.

Owner and Contractor recognize and agree as follows: (i) that time is of the essence as to Contractor's performance of the Contract Work herein described and that Owner will suffer a financial loss if the subject Contract Work is not completed within the time prescribed herein, (ii) that there is delay, expense and difficulty associated with proving, in a proceeding at law or equity, Owner's actual loss caused by Contractor's failure to complete the Contract Work within the time prescribed, (iii) that on any day that the Contractor considers that he is delayed by adverse weather conditions, he shall identify in writing to the Owner the adverse weather conditions affecting his activity, the specific nature of the activity affected, the number of hours lost and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Owner written recognitions of the delay. A delay is defined as the Contractor being unable to perform at least 4 hours of work on the critical path. The time for performance of this contract includes an allowance of seven (7) calendar days that are unsuitable for critical path construction work by reason of adverse weather. The Contract time will be extended only if the number of calendar days of adverse weather recognized by the Owner exceeds the seven (7) calendar days of adverse weather days set forth, and the Contractor demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction schedule, and (iv) in lieu of requiring such proof, Owner and Contractor agree that as liquidatable damages, (and not as a penalty) the Contractor shall pay the Owner \$300.00 per day for every calendar day of delay for the following:

- a) **Failure to begin Contract Work within five calendar days of receipt of Notice to Proceed,**
- b) **The project is not substantially complete after the calendar days specified with the selected bid option from receipt of the Notice to Proceed.**

IV. QUALITY AND WORKMANSHIP

All Contract Work under this Contract shall be done and performed in accordance with the Town of Fuquay-Varina Standard Specifications and Details, OSHA standards, and any other applicable local, State and/or Federal requirements, and to the satisfaction of the Town Engineer and such other official, employee, or agent of the Town of Fuquay-Varina as may be designated by the TOWN.

V. COMPENSATION

In consideration of the performance of this Contract and the full completion of the Contract Work required of the CONTRACTOR by the terms and conditions of this Contract, the TOWN agrees to pay to the CONTRACTOR the sum not to exceed of \$ _____, payable as follows:

A sum equal to the percentage of work completed on a monthly basis minus a 5% retainage fee (up to the first 50% of the contract).

Upon final inspection and acceptance of the Contract Work, in accordance with Article 14 of the General Conditions of the Contract, Owner will pay the remainder of the Contract Price.

VI. CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he/she/it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one year after final acceptance of the Contract Work performed.

It is understood and agreed by the parties hereto that Contract Work shall be subject to all ordinances of the Town of Fuquay-Varina relating to work done in public property of the Town.

The CONTRACTOR has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements set forth in the General Conditions and applicable hereto.

VII. CONTRACTOR'S ASSURANCE

CONTRACTOR, has familiarized himself with the nature and extent of the Contract Documents, Contract Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules, regulations that in any manner may affect cost, progress or performance of the Contract Work.

CONTRACTOR has studied carefully all reports of investigations and latent conditions at the project site or otherwise affecting cost, progress or performance of the Contract Work which were relied upon by the Owner in the preparation of the Drawings and Specifications, including Addenda, and which have been identified in the Special Conditions section of the Contract.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the previous paragraph as he deems necessary for the performance of the Contract Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given the Owner written notice of any conflict, error or discrepancy that he discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to the Contractor.

CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

VIII. NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with reference to the subject matter of this Contract, no matter how remote.

All bidders must, at minimum, make a good faith effort to comply with HUB requirements and complete all forms included within this contract.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract. This CONTRACT is entered into this, the _____ day of _____, 2025.

(PLEASE THOROUGHLY EXECUTE THIS INSTRUMENT)

TOWN OF FUQUAY-VARINA

By: _____
Mark Matthews
Assistant Town Manager

Attest: _____
Teresa Wilder
Town Clerk

(Town Seal)

Provisions for payment of the monies to fall due under this agreement have been made by appropriation duly made or bonds or notes authorized, as required. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Finance Officer

Date

Printed Name

Funds Reservation Number

Company Name: _____

Company Address: _____

By: _____
Signature

Print Name: _____

Title: _____

Attest: _____
Signature

(Company Seal)

RELEASE AND WAIVER OF CLAIMS

awarded contractor at job closure

State of _____ County of _____

_____, _____, _____
(Name) (Title) (Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: **Banks Road Park Baseball Field**
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the Town of Fuquay-Varina or property of the Town of Fuquay-Varina is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the Town of Fuquay-Varina harmless for any amount which the Town of Fuquay-Varina is required to pay to discharge such lien or settle such claim and further will pay the Town of Fuquay-Varina's expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the Town of Fuquay-Varina, its officers, employees, and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the Town of Fuquay-Varina arising in any manner from the construction of the above-described project.
8. This Contractor's Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

ATTESTED:

Authorized Signature	Printed Name	Title	Date

Authorized Signature	Printed Name	Title	(SEAL)

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

Notary Public _____ My Commission Expires _____(SEAL)

CONSTRUCTION GENERAL REQUIREMENTS for Town of Fuquay-Varina contracts

- A. All bidders must ascertain for themselves all requirements of the job, measurements, materials needed, working conditions, etc.
- B. **Indemnification Provision:** The Contractor shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees, by reason of any persons or property being damaged or injured by the Contractor or any of his subcontractors, or any person employed under said contractor, or any of his subcontractors or in any capacity during the progress of the work, whether by negligence or otherwise.
- C. **Contractor's Responsibilities:** The Contractor shall be responsible for any damage caused by him or his workmen to property of the owners. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The contractor shall also assume all responsibility to maintain all existing protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors. If the Contractor fails to make satisfactory repairs, the Owner will repair any damage by Contractor or his workmen and deduct cost from the contract. The Contractor shall provide all labor, equipment, materials, insurance, permits, and abide by all applicable Local, State, and Federal codes to complete the scope of work as outlined in the plans and specifications provided by the Owner.
- D. **Clean Up:** Upon completion of all work covered in this specification the Contractor shall remove all equipment, material, and debris leaving the area in an undamaged and acceptable condition. The Contractor shall be responsible for all disposal fees and provide own dumpster, if applicable.
- E. **Failure to Perform:** If the Contractor fails to perform as outlined herein, the Owner may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the Owner in such case.
- F. **Payment:** Invoices are paid on a Net 30 basis. Invoices are to be remitted to invoices@fuquay-varina.org. The Owner will make the final payment in full after written job acceptance is granted and the Contractor has submitted a proper invoice and other required documentation to the Owner, such as warranties and as-built drawings.
- G. **Project Schedule:** The Contractor is responsible for the coordination of his work with the Owner and its consultant in order to ensure timely completion of this service. Work is to begin following a Notice to Proceed and is expected to be completed without interruption once begun.
- H. **Insurance:** The Contractor shall maintain insurance for the duration of the project. The insurance coverage shall be as set forth in the attached document titled "General Insurance Requirements".
- I. **Submittals:** All materials, MSDS, product data and copies of Manufacturer's specifications, installations instructions, and warranties shall be provided to the Owner at completion of project.
- J. **Safety Requirements:** All construction work, materials handling and associated equipment shall conform to OSHA safety requirements. The Contractor shall advise the Owner whenever work on this project is expected to be hazardous to City employees and the public.
- K. The Contractor is responsible for securing his equipment and materials left on site. Contractor must remove its own trash daily (i.e., empty packaging, employee lunch trash).

CONSTRUCTION PAYMENT BOND

(Attach to this page)

CONSTRUCTION PERFORMANCE BOND

(Attach to this page)

NOTICE TO PROCEED

TO: CONTRACTOR: _____

ADDRESS: _____

FROM: Town of Fuquay-Varina
134 North Main Street
Fuquay-Varina, North Carolina 27526

OWNER: Town of Fuquay-Varina
Fuquay-Varina, North Carolina

PROJECT: Banks Road Park Baseball Field

NOT TO EXCEED \$ _____
CONTRACT
PRICE/SUM: _____

You are hereby notified to commence Work on the referenced project on or before _____ (the
"Commencement Date") and are to finally and fully complete the Work within **180 CONSECUTIVE
CALENDAR DAYS** of the Commencement Date. Your Contract final completion date is therefore
_____.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after the
above established completion date that the Work remains incomplete to the standard and degree required.

Dated this _____ day of _____, 2025

Town of Fuquay-Varina, North Carolina

By: _____
Mark Matthews, Assistant Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of
_____, 2025

Contractor: _____

By: _____

Title: _____

CHANGE ORDER

Date of Issuance: _____

PROJECT: **Banks Road Park Baseball Field**

PROJECT NO.: N/A

OWNER: Town of Fuquay-Varina
Fuquay-Varina, North Carolina

CONTRACTOR: _____

You are directed to make the following changes in the contract documents.

Description:

Purpose of Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time	
\$ _____		_____ days	
Previous Change Orders No _____		Net change from previous Change Orders	
\$ _____		_____ days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ _____		_____ days	
Net Increase (Decrease) this Change Order		Net Increase (Decrease) this Change Order	
\$ _____		_____ days	
Contract Price with all approved Change Orders		Contract Time with all approved Change Orders	
\$ _____		_____ days	

APPROVED: _____

By: _____
OWNER

APPROVED: _____

By: _____
ENGINEER

APPROVED: _____

By: _____
CONTRACTOR

GENERAL CONDITIONS

ART. 1 DEFINITIONS:

- (a) The contract documents shall consist of the Contract, the accepted Bid Proposal, the General Conditions of the Contract, the Drawings and Specifications, Addenda, including all modifications thereof incorporated in the documents before their execution.
- (b) Whenever the term "CONTRACTOR" is used, it shall be understood as referring to the GENERAL CONTRACTOR, SUBCONTRACTOR, and all other CONTRACTORS or their duly authorized agent to whom the work here described is awarded by Contract.
- (c) Whenever the term TOWN ENGINEER is mentioned, it is understood to mean the TOWN ENGINEER of the TOWN OF FUQUAY-VARINA or his/her assistant or duly authorized agent. The TOWN ENGINEER shall make all necessary explanations as to the meaning and intent of the Specifications and may correct proper fulfillment of its intentions.
- (d) Whenever the term "TOWN" is used it is to mean the TOWN OF FUQUAY-VARINA, NORTH CAROLINA.
- (e) The term "WORK" of the CONTRACTOR or SUBCONTRACTOR includes labor, materials, or both equipment, transportation, or other facilities necessary to complete the Contract.

ART. 2 INTENT OF DOCUMENTS:

The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the Work. It is not intended, however, that materials or Work not covered by or properly inferable from any heading, branch, class, or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or Work described in words so applied have a well-known technical meaning shall be held to refer to such recognized standards.

ART. 3 DETAIL DRAWINGS & INSTRUCTIONS:

The TOWN ENGINEER shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with CONTRACT DOCUMENTS, true developments thereof, and reasonably inferable therefrom.

ART. 4 ORDER OF COMPLETION:

The CONTRACTOR shall submit at such time as may be requested by the TOWN ENGINEER, schedules which show the order in which the CONTRACTOR proposes to carry on the Work with dates at which the CONTRACTOR will start the several parts of the Work and the estimated dates of their completion.

ART. 5 CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself/herself/itself as to the nature and location of the Work, the conformation of the ground, the character, quality of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this CONTRACT. No verbal agreement or

conversation with any officer, agent, or employee of the TOWN, either before or after the execution of the CONTRACT shall affect any terms of obligations herein contained.

ART. 6 MATERIALS, APPLIANCES, EMPLOYEES:

Unless otherwise specified, the CONTRACTOR shall provide any pay for all materials, labor, water, tools, lights, equipment, power, transportation, and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The CONTRACTOR shall at all times enforce strict discipline and good order among his/her/its employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him/her/it.

As determined by the TOWN ENGINEER or his representative the CONTRACTOR shall at all times have an adequate number of employees present to perform Work in a professional manner.

ART. 7 ROYALTIES & PATENTS:

The CONTRACTOR shall pay all royalties and patent fees. He/she/it shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the TOWN and ENGINEER shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified in an infringement of a patent, he/she/it will be responsible for such loss unless he/she/it promptly gives such information to the TOWN ENGINEER.

ART. 8 SURVEYS, PERMITS & REGULATIONS:

The TOWN shall furnish any available surveys unless otherwise specified. Permits, licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the TOWN unless otherwise stipulated.

If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he/she/it shall promptly notify the TOWN ENGINEER in writing, and any necessary changes will be adjusted in the CONTRACT for changes in Work.

ART. 9 PROTECTION OF WORK & PROPERTY:

The CONTRACTOR shall continuously maintain adequate protection of all his/her/its Work from damage and shall protect the TOWN'S and private property from injury or loss arising in connection with this CONTRACT. He/she/it shall make good any such damages, injury, or loss, except such as may directly be due to errors in the CONTRACT DOCUMENTS or caused by agents or employees of the TOWN.

ART. 10 INSPECTION OF WORK:

The TOWN ENGINEER and his representatives shall at all times have access to the Work whenever it is in preparation or progress and the CONTRACTOR shall provide facilities for such access and for inspection.

If the specifications, the TOWN ENGINEER'S instructions, laws, or ordinances, or any public authority require any Work to be specially tested or approved, the CONTRACTOR shall give the TOWN ENGINEER timely notice of its readiness for inspection. Inspections by the TOWN ENGINEER shall be promptly made.

If any Work should be covered up without approval or consent of the TOWN ENGINEER, it must, if required by the TOWN ENGINEER, be uncovered for examination at the CONTRACTOR'S expense.

ART. 11 CHANGES IN WORK:

The TOWN, without invalidating the CONTRACT, may order extra work or make changes by altering, adding, or deducting from the Work, the CONTRACT SUM being adjusted accordingly. All such Work shall be executed under the conditions of the original CONTRACT except that any claims for extension of time caused thereby shall be adjusted at the time ordering such changes, as mutually agreed upon by the TOWN and CONTRACTOR. As long as additional Work does not exceed original estimates, additional days will not be granted.

For extra Work, the value of any such extra Work or change shall be determined in one or more of the following ways;

- (a) By estimate and acceptance of a lump sum.
- (b) By unit prices subsequently agreed upon.
- (c) By cost and percentage or by cost and fixed fee.

No extra Work shall be performed without prior written approval from the Town. Any Work performed beyond the scope of the project without prior written approval from the Town shall not be paid for.

ART. 12 DEDUCTIONS FOR UNCORRECTED WORK:

If the TOWN ENGINEER deems it expedient to correct Work injured or done not in accordance with CONTRACT, an equitable deduction from the CONTRACT price shall be made therefore.

ART. 13 CORRECTION OF WORK BEFORE FINAL PAYMENT:

The CONTRACTOR shall promptly remove from the premises all materials determined to be unfit, unsafe, or unsuitable by the TOWN ENGINEER as failing to conform with the CONTRACT, whether incorporated in the Work or not, and the CONTRACTOR shall promptly replace and re-execute his/her/its own Work in accordance with the CONTRACT and without expense to the TOWN and shall bear the expense of making good all Work by themselves or other CONTRACTORS hired by them.

ART. 14 PROGRESS PAYMENTS:

Progress Payments may be submitted by the CONTRACTOR based upon number of units completed as measured and agreed upon per Article 32- MEASUREMENT OF QUANTITIES and as described in the PROJECT SPECIFICATIONS. Progress pay requests may be submitted at a maximum of one per month, beginning one month after the NOTICE TO PROCEED. The TOWN shall have 28-calendar days to review the pay request and issue payment to the CONTRACTOR.

The TOWN may refuse to pay the whole, or any part of the pay request per Article 18 - PAYMENT WITHHELD.

When the TOWN refuses to pay the whole or any part of the pay request, the TOWN shall provide written notice to the CONTRACTOR stating the reasons for such action. If it is subsequently determined that the refusal of payment is not justified, the TOWN shall issue payment of the unpaid portion of the pay request within 10-calendar days of the resolution of the matter.

Payment of the pay requests shall include a 5% deduction for retainage (up to the first 50% of the contract). When it has been determined that the Work is substantially complete, the retainage will be released.

Final payment may be applied for after a final inspection of the Work has been completed, identified deficiencies corrected by the CONTRACTOR and approved by the TOWN, release of liens per Article 22 – LIENS has been submitted to the TOWN, and other applicable documentation related to the project has been completed, submitted and approved by the TOWN.

Each application for progress payment must include, as a minimum, the following information:

1. Progress payment cover letter (Supplement 1) on CONTRACTOR'S company letterhead
2. Town of Fuquay-Varina Application for Payment Cover Sheet (Supplement 2)
3. Town of Fuquay-Varina Application for Payment itemized quantity sheet (Supplement 3)
4. A Certificate of Sales Tax Paid (Supplement 4). If no sales tax was paid during the pay request period, the certificate should be included stating that no sales tax was paid.
5. MBE Documentation for Contract Payments (must submit even if no MBE firms were paid)

ART. 15 TOWN'S RIGHT TO DO WORK:

If the CONTRACTOR should neglect to prosecute the Work promptly or fail to perform any provisions of the CONTRACT, the TOWN, after three (3) days written notice to the CONTRACTOR, may without prejudice to any other remedy he/she/it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR.

ART. 16 TOWN'S RIGHT TO TERMINATE CONTRACT:

If the CONTRACTOR should be adjudged as bankrupt, or if he/she/it should make a general assignment for the benefit of his/her/its creditors, or if a receiver should be appointed on account of insolvency, or if he/she/it cannot complete the CONTRACT during agreed time schedule, or if he/she/it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he/she/it should fail to make proper payment to SUBCONTRACTORS or for material or labor, or disregard laws, ordinances or the instructions

of the TOWN ENGINEER, or otherwise be guilty of a substantial violation of any provision of the CONTRACT, then the TOWN, upon the certificate of the TOWN ENGINEER that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the CONTRACTOR seven (7) days written notice, terminate the Contract and take possession of the premises and of all materials, tools appliances there and finish the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the TOWN. The expense incurred by the owner as herein provided, and the damage incurred through the CONTRACTOR's default, shall be certified by the TOWN ENGINEER.

ART. 17 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Work should be stopped under an order of any COURT, or other PUBLIC AUTHORITY, for a period of three (3) months, through no act or fault of the CONTRACTOR or if anyone employed by him/her/it or if the TOWN ENGINEER should fail to issue any estimate for payment within seven (7) days of its maturity and presentation, any sum certified by the TOWN ENGINEER, then the CONTRACTOR may, upon seven (7) days written notice to the TOWN and the TOWN ENGINEER, stop Work or terminate this CONTRACT and may recover from the TOWN payment for all Work executed.

ART. 18 PAYMENT WITHHELD:

The TOWN may withhold payment to the CONTRACTOR or on account of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to SUBCONTRACTOR or for materials or labor.
- (d) A reasonable doubt that the CONTRACT can be completed for the balance unpaid.
- (e) Damage to another CONTRACTOR.

When the above items have been cleared to the satisfaction of the TOWN ENGINEER, payment shall be made for amounts withheld because of them.

ART 19. LIABILITY INSURANCE:

The CONTRACTOR shall maintain such insurance as will protect him/her/it from claims under worker's compensation acts and such other insurance as will protect him/her/it and the TOWN from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this CONTRACT whether such operations be by himself/herself/itself, or by a SUBCONTRACTOR or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the TOWN PROCUREMENT DEPARTMENT, if he/she/it so requires, and shall be subject to his/her/its approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted. The amounts of such insurance shall be as follows:

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.

2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission, or operation by the Contractor or in connection with the services described herein. The insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate, respectively, and shall provide at least \$10,000 in Medical Expenses (Med Pay) coverage.
 3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- B. If this Agreement is for a design, engineering, or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The Town of Fuquay-Varina shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town of Fuquay-Varina may possess.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Town of Fuquay-Varina on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the Town of Fuquay-Varina. These certified copies shall be sent to the Town of Fuquay-Varina from the Contractor's insurance agent or representative.
- F. The Contractor shall furnish the Town of Fuquay-Varina with thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in the suspension of all payments until the new certificate is furnished to the Risk Manager, Town of Fuquay-Varina.
- G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Town of Fuquay-Varina shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town of Fuquay-Varina for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.
- H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town of

Fuquay-Varina from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

- I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Town of Fuquay-Varina. The Contractor shall be as fully responsible to the Town of Fuquay-Varina for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- J. Precautions shall be exercised at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:
Town of Fuquay-Varina Procurement
Department
134 N Main St
Fuquay-Varina, NC 27526

ART. 20 INDEMNITY:

The CONTRACTOR shall indemnify, save harmless, and defend the TOWN against all losses and claims, demands, payments, suits, actions, recoveries, and judgments, including attorney's fees and costs associated with the aforementioned, of every nature and description brought or recovered against it by reason of any act or omission of the said CONTRACTOR, his/her/its agent and employees, in the execution of the Work or in the guarding of it. This indemnity shall not operate as a waiver of the Town's sovereign immunity.

ART. 21 CLAIMS:

Any claim for damage arising under the CONTRACT shall be made in writing in a reasonable time of the first observance of such damage.

ART. 22 LIENS:

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the TOWN a complete release of all liens arising out of this CONTRACT, or receipts in full in lien thereof and, if required in either case, an affidavit that so far as he/she/it has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the CONTRACTOR may, if any SUBCONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the TOWN ENGINEER, to indemnify the TOWN against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the TOWN all monies that the latter may be compelled to pay in discharging such lien,

including all cost and a reasonable attorney's fee. A copy of affidavit is included and shall be submitted with the CONTRACTOR'S request for final payment.

ART. 23. ASSIGNMENTS:

Neither party to the CONTRACT shall assign the CONTRACT or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him/her/it hereunder, without previous written consent of the TOWN COUNCIL of the TOWN OF FUQUAY-VARINA, NORTH CAROLINA.

ART. 24 SEPARATE CONTRACTS:

The TOWN reserves the right to let other CONTRACTS in connection with this Work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his/her/its Work with others.

ART. 25 SUBCONTRACTORS:

The CONTRACTOR shall, as soon as practicable after the signing of the CONTRACT notify the TOWN ENGINEER in writing of the names of SUBCONTRACTORS proposed for the Work and shall not employ any the TOWN ENGINEER may within a reasonable time object to as incompetent or unfit. The CONTRACTOR agrees that he/she/it is as fully responsible to the TOWN for the acts and omissions of his/her/its SUBCONTRACTORS and of persons either directly or indirectly employed by them, as he/she/it is for the acts and omissions of persons directly employed by him/her/it. Nothing in the CONTRACT DOCUMENTS shall create any contractual relation between any SUBCONTRACTOR and the TOWN.

ART. 26 STATUS OF TOWN ENGINEER:

The TOWN ENGINEER shall have responsibility for and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the CONTRACT. He shall also have authority to reject all Work and materials which do not conform to the CONTRACT, to direct the application of forces to any portion of the Work, as in his judgment is required, and to order the force increased or diminished, as to decide questions which arise in the execution of the Work. The TOWN ENGINEER shall have authority to issue instructions, directions and notices to the CONTRACTOR when possible in writing. The TOWN ENGINEER will not be responsible in supervising the Work or the staff of the CONTRACTOR.

ART. 27 TOWN ENGINEER'S DECISION:

The TOWN ENGINEER shall, within a reasonable time after their presentation to him, make decisions in writing on all claims, of the TOWN or the CONTRACTOR and on all other matters relating to the execution and progress of the Work or the interpretation on the CONTRACT DOCUMENTS. All such decisions of the TOWN ENGINEER shall be final.

ART. 28 LANDS FOR WORK:

The TOWN shall provide the lands upon which the Work under this CONTRACT is to be done, and land required for the erection of temporary construction of facilities and storage of his/her/its materials, together with right of access to same.

ART. 29 CLEANING UP:

The CONTRACTOR shall, as directed by the TOWN ENGINEER remove from the Town's property and from all other public and private property at his/her/its own expense, all temporary structures, rubbish and waste materials resulting from his/her/its own operations.

ART. 30 EXISTING UTILITIES AND STRUCTURES:

The existence and location of underground utilities shall be investigated by the CONTRACTOR and verified in the field before starting Work. The CONTRACTOR shall be held responsible for any damages to, and for maintenance and protection of, existing utilities and structures.

ART. 31 TOOLS, PLANT, AND EQUIPMENT:

If at any time before the commencement or during the Work, tools, plants, or equipment appear to the TOWN ENGINEER to be insufficient, inefficient, or inappropriate to secure the quality of the Work required or the proper rate of progress, the TOWN ENGINEER may order the CONTRACTOR to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment as the case may be, and the CONTRACTOR must conform to such order; but the failure of the Town Engineer to give such an order shall not relieve the CONTRACTOR to secure the quality of Work and the rate of progress necessary to complete the Work within the time required.

ART. 32 MEASUREMENT OF QUANTITIES:

The TOWN ENGINEER, on the basis of measurements taken by him, or his assistants, and the CONTRACTOR, and agreed upon by both, will compute the quantities of Work performed, and these measurements shall be final and binding.

ART. 33 WORKING DAY DEFINED:

A day shall be counted as a working day in the opinion of the TOWN ENGINEER, whether conditions would permit the CONTRACTOR to do six (6) hours of Work within daylight hours. Days of delay due to acts of GOD, strikes, court orders, and things of like nature causing delay of the Work shall not be counted a working day. The TOWN ENGINEER shall keep a daily record of working conditions and when requested to do so, he shall furnish the CONTRACTOR within a reasonable time the number of working days that have elapsed.

ART. 34 PROJECT TIME DEFINED:

Project time shall consist of all calendar days, including weekends and holidays, from the CONTRACT Notice to Proceed date through the specified number of days allowed for the completion of the project in the CONTRACT DOCUMENT. The CONTRACTOR has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or normal rainfall during the

remainder of the calendar year. Days of delay due to acts of GOD, strikes, court orders, and things of like nature causing delay of the Work beyond the control of the CONTRACTOR may be reason for extension of the project time if determined justified by the TOWN ENGINEER. The TOWN ENGINEER shall keep a daily record of working conditions and when requested to do so, he shall furnish the CONTRACTOR within a reasonable time the number of actual days worked up to that point in time.

ART. 35 LIQUIDATED DAMAGES AND DELAYS:

- A. Liquidated Damages: If the Work cannot be completed within the time stipulated in the CONTRACT, including any extensions of time for excusable delays as herein provided, the CONTRACTOR shall have withheld monies due it, fixed and agreed amount, as liquidated damages for each calendar day of delay, until the Work is completed, the amount as set forth in the CONTRACT and the CONTRACTOR and his sureties shall be liable to the TOWN OF FUQUAY-VARINA for the amount thereof.
- B. Excusable Delays: The CONTRACTOR shall not be found in default nor shall the CONTRACTOR be charged with liquidated damages for any delays in achieving completion of the Work on or by the CONTRACT deadline due to:
1. Any act or omission of the Town outside the scope of the Contract, including extra Work; acts of GOD; unusually severe and abnormal weather conditions; or
 2. Any delay of any subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the CONTRACTOR shall provide written notice within three (3) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the Work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the CONTRACT Work, and shall state in what respects, if any the contract completion deadline should be revised, and the reasons therefore. No claim by the CONTRACTOR for an extension of time for completion shall be considered unless notice of such delay claim is given the Town in accordance with the provisions of this subparagraph.

- C. No Damages for Delays: The TOWN shall not be obligated or liable to the CONTRACTOR for, and the CONTRACTOR hereby expressly waives any claims against the TOWN for, any damages, costs, or expenses of any nature occasioned by delays, Work disruptions or interference, changes in Work sequence, Work suspension or rescheduling arising from any act or omission of the TOWN outside the scope of the CONTRACT, acts of GOD, unusually severe and abnormal weather conditions, or other causes beyond the CONTRACTOR'S control, it being understood and agreed the CONTRACTOR'S sole and exclusive remedy in the event of his inability to achieve completion by the CONTRACT deadline due to claimed delays shall be an extension of the CONTRACT schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (B) above.

ART. 36 CONTRACTOR LICENSE:

All invited BIDDERS and CONTRACTORS shall be advised that those who submit informal bids on this project must be licensed in the State of North Carolina whether he/she (they) is/are a resident or non-resident of this State, in accordance with G.S. 87-10 and shall be advised that they must show evidence of a license with appropriate classification issued by the North Carolina Licensing Board for General Contractor's before the bid is considered.

The BIDDERS are advised that Article 25 SUBCONTRACTORS of the General Conditions shall be strictly adhered to during the term of this CONTRACT.

ART. 37 SUPERINTENDENCE BY CONTRACTOR:

Except where the CONTRACTOR is an individual and gives his/her/its personal superintendence to the Work, the CONTRACTOR shall provide a competent superintendent, satisfactory to the TOWN OF FUQUAY-VARINA on the Work at all times during working hours with full authority to act for him/her/it. The CONTRACTOR shall also provide an adequate staff for the proper coordination and prosecution of the Work.

ART. 38 SANITARY FACILITIES:

The CONTRACTOR shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the STATE and the TOWN OF FUQUAY-VARINA. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

ART. 39 SUBCONTRACTED WORK AND SUBCONTRACTORS:

- A. The CONTRACTOR shall perform a minimum 40 percent of the Work under the CONTRACT with his/her/its own forces. Unless otherwise stated elsewhere in the CONTRACT, the CONTRACTOR shall not subcontract more than 60 percent of the Work stipulated in this CONTRACT.
- B. The CONTRACTOR shall, as soon as practicable after the signing of the CONTRACT, notify the TOWN ENGINEER in writing of the names of SUBCONTRACTORS proposed for the Work and shall not employ any SUBCONTRACTORS that the TOWN ENGINEER may within a reasonable time object to as incompetent or unfit. The CONTRACTOR agrees that he/she/it is as fully responsible to the TOWN for the acts and omissions of his/her/its SUBCONTRACTOR and of persons either directly or indirectly employed by him/her/it. Nothing in the CONTRACT DOCUMENTS shall create any contractual relation between any SUBCONTRACTOR and the TOWN.
- C. The CONTRACTOR shall obtain approval of SUBCONTRACTORS as well as any change in SUBCONTRACTORS during the Work on the CONTRACT from the TOWN ENGINEER. A period of seven (7) days minimum is required for the approval of a SUBCONTRACTOR.
- D. All bidders must, at minimum, make a good faith effort to comply with HUB requirements. The bidder shall include with the bid the form Identification of Minority Business Participation identifying the minority business participation it will use on the project and shall include either Affidavit A or Affidavit B as applicable. Affidavit C – Portion of Work to be Performed by HUB Certified/Minority Businesses and Affidavit D – Good Faith Efforts upon contract award.

ART. 40 GUARANTEE OF WORK:

The CONTRACTOR shall guarantee his/her/its Work performed under his/her/its CONTRACT against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the Work. This shall include any alternate bids accepted with this CONTRACT.

ART. 41 TRAFFIC CONTROL:

Traffic control shall be provided by the Contractor in strict conformance with the NCDOT Supplement to the MUTCD and the MUTCD, as shown in these contract documents, or as directed by the Town Engineer. No work shall begin without the proper traffic control measures in place.

STANDARD
FORMS

* * * PUT ON CONTRACTOR'S LETTERHEAD * * *

DATE: _____

TO: Town of Fuquay-Varina

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (Seal)

My Commission Expires

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

The Town of Fuquay-Varina Project No. _____ County of _____.

In the State of _____ County of _____ being duly sworn, deposes and says that he/she/it is _____ of _____ and that he/she has full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under the Town of Fuquay-Varina project number _____; and, acting in his/her/its official capacity, and for the specific purpose of obtaining the funds due on this final estimate, he/she/it further deposes and says that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective, or otherwise, in consequence of his/her/its operations on the said project, except as follows:

In witness whereof he has hereto set his/her/its hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

WITNESS my hand and official seal this the _____ day of _____, 20__.

Notary Public

My Commission Expires _____.

(Seal)

APPLICATION FOR PAYMENT

Town of Fuquay-Varina, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all Work and material indicated on sheet(s) _____ of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Fuquay-Varina as Owner, dated _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders _____

Total Amount Earned, To Date _____ % Earned

5% Retainage (up to the first 50% of contract) _____

Total Earned Less Retainage _____

Total Previously Approved _____

Amount Due This Estimate _____

Unpaid From Previous Estimate _____

Current Amount Due _____

Balance to Finish, Including Retainage _____

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR _____ BY _____ TITLE _____ DATE _____

APPROVAL FOR PAYMENT:

Resident Project Representative

Engineer/Architect

Town of Fuquay-Varina – Owner's Representative

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

HUB
FORMS

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.

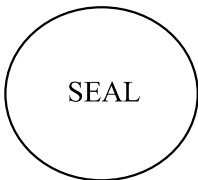
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

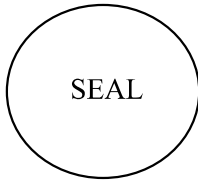
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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.**

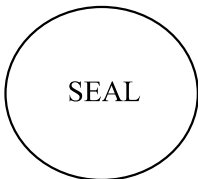
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 Name)

Project ID# _____ 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.

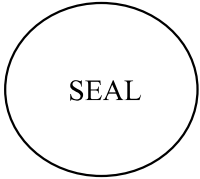
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 _____