

**ADDENDUM NO. 1**  
**FOR**  
**Emergency/On-Call Construction Services**  
**Brunswick County, North Carolina**

**Date:** February 27, 2020  
**TO:** Prospective Bidders and Others Concerned

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*This Addendum forms a part of the Contract Documents and modifies the Bidding Documents for the Emergency/On-Call Construction Services bid date March 12, 2020.*

*Acknowledge receipt of this Addendum in the space provided in the Form of Proposal. Failure to do so may disqualify the Bidder.*

*The Contract documents for the subject project shall be supplemented and/or amended as follows:*

1. Replace Form of Proposal pg F-1 through F-36 with the revised Form of Proposal included with this addendum. The items revised in the Form of Proposal includes the following:

**WORK TASK #1**

**ADD Items**

24. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Standard pump assumes open discharge up to 12" discharge piping.

\$\_\_\_\_\_ lump sum

5 each \$\_\_\_\_\_ sub-total

25. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.

\$\_\_\_\_\_ per day

5 days \$\_\_\_\_\_ sub-total

26. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required

to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping.

\$\_\_\_\_\_ lump sum

5 each \$\_\_\_\_\_ sub-total

27. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping.

\$\_\_\_\_\_ per day

5 days \$\_\_\_\_\_ sub-total

### WORK TASK #3

Item 1 ADD Following comment:

*Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 2 ADD Following comment:

*Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 5 ADD Following comment:

*Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 6 ADD Following comment:

*Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 7 ADD Following comment:

*Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 8 ADD Following comment:

*Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

Item 14. ADD to the existing list:

\$\_\_\_\_\_ /EA of 16" BV

1 EA \$\_\_\_\_\_ sub-total

\$\_\_\_\_\_ /EA of 24" BV

1 EA \$\_\_\_\_\_ sub-total

### **Contractor Questions/Clarifications**

1. How long will the contract be in affect?

*Pre the example Form of Agreement Section 2 in the bid package, the term of agreement will be for an initial term of two (2) years with the mutual agreement to extend for one year.*

2. Could the contract include a cost escalator for the optional year.

*The County cannot include a cost escalator.*

3. When will the contract time begin?

*Per the example Form of Agreement Section 2 in the bid package, the term of agreement will begin upon issuance of the Notice of Award.*

4. How will the Contractor be paid for the Payment and Performance Bonds?

*Per the Form of Agreement Section 5 in the bid package, "County agrees to reimburse Contractor for the reasonable and actual cost of the performance and payment bonds and any additional bond(s) which may be required by the NCDOT"*

5. What value will the performance and payment bonds be based on?

*The bond amount will initially be set for the initial \$250,000 contract price. If at the time of the task order negotiations, it is determined that the work required will be in excess of the \$250,00 limit, the County will authorize the contractor to begin and work with the Board of Commissioners to appropriate any additional needed funds. Any additional bonding will be paid for by the County.*

6. Is the contractor to be responsible for subcontractors they hire as part of the contract.

*Per Article 35 of the General Conditions "The Contractor is and remains fully responsible for his own acts or omissions as well as those of any Subcontractor or of any employee of either..."*

7. Form of Proposal Work Task 3 Item 14 Horizontal Directional Drill indicates C900 pipe to be used. Is that to be fusible pipe.

*Yes*

8. In the Form of Proposal Work Task 3 Item 14 Horizontal Directional Drill is the cost of the valves to include providing the material.

*Yes, the cost should include all labor and material to completely install the valves*

9. Will the Contractor have to deal with media during events?

*No, the County will deal with all media requests regarding a specific project.*

10. How will by-pass pumping be handled?

*See item number 1 above. The revised Form of Proposal has line items for by-pass pumping.*

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## FORM OF PROPOSAL

To: **BRUNSWICK COUNTY ("Owner")**

From: *Bidder*

*Address*

*Tele./Fax*

*Date of Bid*

The undersigned, as Bidder (or Contractor), hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in a contract to be entered into (hereinafter the "Contract" or "Agreement"); that this Proposal is made without connection with any other person, company, or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that it has examined all bid documents, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees that, if this Proposal is accepted and a contract is awarded by **Brunswick County**, Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete:

### **Disaster Response Emergency/On-Call Construction Services**

in full and complete accordance with the plans, specifications, Scope of Work and Contract Documents, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

### **ATTACHED DOCUMENTS**

The following documents are attached to and made a condition of this Bid:

- Bid Security
- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the Scope of the Work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work,

except as provided for in the General Conditions. The quantities shown on the Proposal form are for the base bid only unless the Contract Documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents. In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the Proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price quantity shall be updated only in the event that the Contract Documents clearly indicate that the unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

The Bidder further proposes and agrees hereby to commence work under a Contract on a date to be specified in a written Notice to Proceed issued by Brunswick County, unless otherwise specified, and shall fully complete all work thereunder within the timeframe specified by Brunswick County. Any applicable amounts for liquidated damages are stated in the General Conditions: "Time of Completion, Delays, Extension of Time."

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Work may be required to be performed at night, weekends or on holidays and no separate bid prices will distinguish for the time of work. *(Bid tabulation to be completed by Bidder can be found on subsequent pages).*

## WORK TASK 1: BRUNSWICK COUNTY DISASTER RESPONSE EMERGENCY CONSTRUCTION SERVICES

1. Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Task Order for the Contractor's scope of services and schedule for responding to the Owner's request.

\$\_\_\_\_\_ per hour

Twenty-five (25) hours \$\_\_\_\_\_ sub-total

### SMALL CREW LINE ITEMS

2. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth**.

\$ lump sum

Two (2) each \$ sub-total

3. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$ lump sum

Two (2) each \$ sub-total

4. Hourly rate for a small crew consisting of a minimum of a superintendent, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill, ability and equipment needed to excavate and repair pressure and gravity lines **0 to 6 feet in depth.**

\$\_\_\_\_\_ per hour based on information above                      Twenty (20) hours \$\_\_\_\_\_ sub-total

5. Hourly rate for a small crew consisting of a minimum of a superintendent, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$\_\_\_\_\_ per hour based on information above                      Twenty (20) hours \$\_\_\_\_\_ sub-total

**LARGE CREW LINE ITEMS**

6. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **0 to 6 feet in depth.**

\$\_\_\_\_\_ lump sum                      Two (2) each \$\_\_\_\_\_ sub-total

7. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$\_\_\_\_\_ lump sum                      Two (2) each \$\_\_\_\_\_ sub-total

8. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval by Owner.

Crews shall have the skill and ability to excavate and repair pressure and gravity lines **10 to 14 feet in depth.**

\$\_\_\_\_\_ lump sum

Two (2) each \$\_\_\_\_\_ sub-total

9. Mobilization within four (4) hours of issued Task Order and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **14 to 18 feet in depth.**

\$\_\_\_\_\_ lump sum

Two (2) each \$\_\_\_\_\_ sub-total

10. Mobilization within four (4) hours of issued Task Order and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines **18 to 20 feet in depth.**

\$\_\_\_\_\_ lump sum

One (1) each \$\_\_\_\_\_ sub-total

11. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **0 to 6 feet in depth.**

\$\_\_\_\_\_ per hour based on information above

Five (5) hours \$\_\_\_\_\_ sub-total

12. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **6 to 10 feet in depth.**

\$\_\_\_\_\_ per hour based on information above

Twenty (20) hours \$\_\_\_\_\_ sub-total

13. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall



have the skill, ability and equipment to excavate and repair pressure and gravity lines **10 to 14 feet in depth.**

\$\_\_\_\_\_ per hour based on information above                      Twenty (20) hours \$\_\_\_\_\_ sub-total

14. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **14 to 18 feet in depth.**

\$\_\_\_\_\_ per hour based on information above                      Twenty (20) hours \$\_\_\_\_\_ sub-total

15. Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines **18 to 20 feet in depth.**

\$\_\_\_\_\_ per hour based on information above                      Five (5) hours \$\_\_\_\_\_ sub-total

16. Mobilization within four (4) hours of issued Task Order or notification of Brunswick County Public Utilities and demobilization combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.).

\$\_\_\_\_\_ lump sum                      Two (2) each \$\_\_\_\_\_ sub-total

17. Dewatering: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Daily rate will be paid for dewatering system and will stop at the time it is determined that it is no longer needed.

\$\_\_\_\_\_ per day                      Five (5) days \$\_\_\_\_\_ sub-total

18. Asbestos Cement Pipe: All individuals, either Contractor or a subcontractor, working on asbestos cement ("AC") pipe shall be fully certified and trained to work on, handle, and dispose of AC pipe. Documentation of each employee's training and certification shall be provided with bid package in accordance with Attachment A. The Contractor shall have on staff the number of workers required to perform the work described in the bid form that are trained and certified to work with AC pipe. If the Contractor does not have an adequately trained workforce a subcontractor may be used **(with express written permission by Brunswick County)** to provide the certified workers. Price shall include all costs associated with providing employees certified to work with AC pipe. AC pipe crews shall be mobilized within four (4) hours of issued Task Order.

\$\_\_\_\_\_ per hour based on information above                      Five (5) hours \$\_\_\_\_\_ sub-total

19. Dispose of Asbestos Cement Pipe: Price per linear foot to properly dispose of AC pipe in accordance with all applicable laws and regulations.

\$\_\_\_\_\_ per linear foot

Twenty (20) L.F. \$\_\_\_\_\_ sub-total

20. Traffic Control: Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices to meet the NCDOT standards of the MUTCD. Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Rate shall include all labor, traffic control devices, vehicles, trailers, etc. that may be required to transport install and remove the devices after the project is completed. Rate for traffic control shall be paid for on a unit price basis. A day will be measured as a twenty-four (24) hour period. If it is necessary for the Contractor to purchase a specific sign, Contractor shall invoice Brunswick County for the reasonable cost of same. Any such purchase must be approved by Brunswick County in advance. Purchased signs will be the property of Brunswick County and will be returned to Brunswick County when construction is completed. The early warning signs are incidental to the specific project.

A. Single lane closure on two (2) lane roads with posted speed limit less than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

B. Single lane closure on two (2) lane roads with posted speed limit greater than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

C. Road closures on two (2) lane roads from intersection to intersection with posted speed limit less than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

D. Road closure on two (2) lane roads from intersection to intersection with posted speed limit greater than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

E. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit less than 50 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

F. Single or dual lane closure on four (4) lane road with existing turn lane(s) with posted speed limit greater than 50 MPH.

\$\_\_\_\_\_ lump sum per day

One (1) each \$\_\_\_\_\_ sub-total

G. Closure of intersection, three (3) or less lanes at intersection with posted speed limit less than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Ten (10) each \$\_\_\_\_\_ sub-total

H. Closure of intersection, three (3) or less lanes at intersection with posted speed limit greater than 30 MPH.

\$\_\_\_\_\_ lump sum per day

Five (5) each \$\_\_\_\_\_ sub-total

I. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit less than 30 MPH.

\$\_\_\_\_\_ lump sum per day Five (5) each \$\_\_\_\_\_ sub-total

J. Closure of intersection, four (4) or more lanes in more than one direction at intersection with posted speed limit greater than 30 MPH.

\$\_\_\_\_\_ lump sum per day Five (5) each \$\_\_\_\_\_ sub-total

K. Price for Variable Message Board (“VMB”) utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the VMB is installed and is operational as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that VMB is no longer required.

\$\_\_\_\_\_ per each unit each day Fifteen (15) each \$\_\_\_\_\_ sub-total

L. Light Tower utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup and demobilization. Payment shall start when the light tower is installed as directed by the Brunswick County and payment shall stop at the completion of construction or when notified by Brunswick County that light tower is no longer required.

\$\_\_\_\_\_ per each unit each day Five (5) each \$\_\_\_\_\_ sub-total

21. Additional equipment with operators (No Shared Operators):

A. Dump truck, single axle with operator.

\$\_\_\_\_\_ per hour Fifteen (15) hours \$\_\_\_\_\_ sub-total

B. Dump truck, dual rear axle with operator.

\$\_\_\_\_\_ per hour Fifteen (15) hours \$\_\_\_\_\_ sub-total

C. Dump truck, tri rear axle with operator.

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

D. Mobilization and demobilization as a combined lump sum for a rubber-tired backhoe with operator.

\$\_\_\_\_\_ lump sum One (1) each \$\_\_\_\_\_ sub-total

E. Rubber-tired backhoe with operator.

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

F. Mobilization and demobilization as a combined lump sum for an excavator (approximately 50,000 lb. class) with operator.

\$\_\_\_\_\_ lump sum One (1) each \$\_\_\_\_\_ sub-total

G. Excavator (approximately 50,000 lb. class) with operator.

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

H. Mobilization and demobilization as a combined lump sum for an excavator (approximately 70,000 lb. class) with operator.

\$\_\_\_\_\_ lump sum One (1) each \$\_\_\_\_\_ sub-total

I. Excavator (approximately 70,000 lb. class) with operator.

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

J. Mobilization and demobilization as a combined lump sum for an excavator (approximately 100,000 lb. class) with operator.

\$\_\_\_\_\_ lump sum One (1) each \$\_\_\_\_\_ sub-total

K. Walk-behind asphalt cutter (Lowest rental rate available per hour)

\$\_\_\_\_\_ per hour Ten (10) hours \$\_\_\_\_\_ sub-total

L. Excavator (approximately 100,000 lb. class) with operator.

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

M. Broom tractor with operator.

\$\_\_\_\_\_ per hour Fifteen (15) hours \$\_\_\_\_\_ sub-total

N. Superintendent, each

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

O. Foreman, each

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

P. Laborer, each

\$\_\_\_\_\_ per hour Fifteen (15) hours \$\_\_\_\_\_ sub-total

Q. Equipment Operator, each

\$\_\_\_\_\_ per hour Five (5) hours \$\_\_\_\_\_ sub-total

## 22. Materials:

A. It will be up to the discretion of Brunswick County what materials, if any, will be provided. Contractor will be responsible for providing all other materials in an amount not to exceed \$50,000.00. Any purchase of materials in excess of \$50,000.00 must be approved by Brunswick County in advance.

B. It will be the Contractor's responsibility to remove and dispose of excavated materials. Contractor will bill Brunswick County for the cost of same.

23. It will be the Contractor's responsibility to maintain the safety and security of the work area at all times.

24. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Standard pump assumes open discharge up to 12" discharge piping.

\$\_\_\_\_\_ lump sum

5 each \$\_\_\_\_\_ sub-total

25. **By-Pass Pumping:** Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.

\$\_\_\_\_\_ per day

5 days \$\_\_\_\_\_ sub-total

26. Mobilization within 4 hours of issued Task Order or notification of Brunswick County Public Utilities, demobilization, and the first 8 hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping.

\$\_\_\_\_\_ lump sum

5 each \$\_\_\_\_\_ sub-total

27. By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping.

\$\_\_\_\_\_ per day

5 days \$\_\_\_\_\_ sub-total

**Emergency Service Repairs: (add sub-totals for Work Task #1):**

Work Task #1 \_\_\_\_\_ Dollars (\$) \_\_\_\_\_

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**WORK TASK 2: EMERGENCY REPAIR OF 48-INCH PCCP RAW WATER MAIN**

1. Large crew and equipment to remove and replace 48" prestressed concrete cylinder pipe ("PCCP") raw water main with new 48" ductile iron pipe ("DIP") water main. Include joints and fittings.  
 \$\_\_\_\_\_ L.F. 80 L.F. \$\_\_\_\_\_ sub-total
  
2. Line Stop with 30" high-density polyethylene ("HDPE") by-pass  
 \$\_\_\_\_\_ each Two (2) each \$\_\_\_\_\_ sub-total  
 \$\_\_\_\_\_ L.F. of 30" One (1) L.F. \$\_\_\_\_\_ sub-total
  
3. Point repair by installing PCCP temporary repair clamp (to be provided by Brunswick County)  
 \$\_\_\_\_\_ each One (1) each \$\_\_\_\_\_ sub-total

**Emergency Service Repairs of 48-Inch PCCP Raw Water Main: (add sub-totals for Work Task #2):**

Work Task #2 \_\_\_\_\_ Dollars (\$) \_\_\_\_\_

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### WORK TASK 3: WATER/SEWER SERVICES AND SEWER GRINDER STATION ON-CALL INSTALLATION

#### Water services:

1. Short side 1" water service and tap (includes connection to main, up to 50' of 1" copper tube size ("CTS") pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Short side is the same side of the roadway that the water main is on). *Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ lump sum

Five (5) each \$\_\_\_\_\_ sub-total

2. Long side 1" water service and tap (includes connection to main, up to 60' of 1" CTS pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Brunswick County). (Long side is the other side of the roadway that the Water main is on). *Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ lump sum

Five (5) each \$\_\_\_\_\_ sub-total

3. Extra L.F. price if short side 1" Water Service and Tap goes over 51'.

\$\_\_\_\_\_ L.F.

100 L.F. \$\_\_\_\_\_ sub-total

4. Extra L.F. price if Long side 1" Water Service and Tap goes over 61'.

\$\_\_\_\_\_ L.F.

100 L.F. \$\_\_\_\_\_ sub-total

#### Sewer services:

##### *If Contractor supplies Grinder Pump Stations:*

5. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, and up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ Each

Five (5) Each \$\_\_\_\_\_ sub-total

6. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ Each

Five (5) Each \$\_\_\_\_\_ sub-total

##### *If Brunswick County supplies Grinder Pump Stations:*

7. Residential Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with

electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ Each Five (5) Each \$\_\_\_\_\_ sub-total

8. Residential High Head Simplex Grinder Pump Station (includes connection to force main, up to 40' of 2" or smaller piping within R/W or easement by open trench or bore methods including valves/valve boxes, And up to 200' of piping from R/W or easement to grinder pump station with panel box with electrical components and landscaping. *Grinder installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.*

\$\_\_\_\_\_ Each Five (5) Each \$\_\_\_\_\_ sub-total

9. 4" Near-side Residential Gravity Service Tap (includes connection to gravity main or vacuum pit, "nearside" piping installed within R/W or easement by open trench methods and cleanout up to 5' excavation)

\$\_\_\_\_\_ Each Five (5) Each \$\_\_\_\_\_ sub-total

10. Near-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot.

\$\_\_\_\_\_ /L.F. Ten (10) L.F. \$\_\_\_\_\_ sub-total

11. Far-side Gravity Service Tap - 4" Far-side residential taps (includes connection to gravity main or vacuum pit, "farside" piping installed within R/W or easement by open trench methods and cleanout and asphalt repair to meet existing roadway up to 5' excavation)

\$\_\_\_\_\_ Each Five (5) Each \$\_\_\_\_\_ sub-total

12. Far-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot.

\$\_\_\_\_\_ /L.F. Ten (10) L.F. \$\_\_\_\_\_ sub-total

13. Sod

\$\_\_\_\_\_ /Sq. Yd. 100 Sq. Yd. \$\_\_\_\_\_ sub-total

14. **Horizontal Directional Drill (C900 Pipe).** All directional drilling shall be paid per linear foot as indicated on the bid form. The price per linear foot shall include all labor, material, site work, transitions, transition fittings, appurtenances, equipment, and piping as indicated from boring pit to recovery pit. Contractor shall field verify all directional drill lengths as required for complete installation. Pay item shall also include all clearing, all trenching and excavation work (including all rock excavation), disposal of excess materials, temporary shoring and bracing, dewatering, furnishing and installing all pipe, jointing materials, joint restraints, pipe embedment, final backfill, pipe collars, concrete anchors, thrust blocking, warning tape, and tracer wire. The price shall also include fittings as required to transition between different pipe materials and sizes as required for a complete installation of the main. Cost shall include all testing, chlorination and Bac-T samples. Measurement for pipe length shall be by horizontal distance along the centerline of the pipe. Pipe lengths for main lines will be measured without deduction for valves or fittings.

\$\_\_\_\_\_ /L.F. of 6" C900 Pipe 1000 L.F. \$\_\_\_\_\_ sub-total

\$\_\_\_\_\_ /L.F. of 8" C900 Pipe 1000 L.F. \$\_\_\_\_\_ sub-total

\$\_\_\_\_\_ /L.F. of 10" C900 Pipe 1000 L.F. \$\_\_\_\_\_ sub-total

\$\_\_\_\_\_ /L.F. of 12" C900 Pipe 1000 L.F. \$\_\_\_\_\_ sub-total

|                                    |                              |
|------------------------------------|------------------------------|
| \$ _____ /L.F. of 16" C900 Pipe    | 1000 L.F. \$ _____ sub-total |
| \$ _____ /L.F. of 24" C900 Pipe    | 1000 L.F. \$ _____ sub-total |
| \$ _____ /EA of 6" GV              | 1 EA \$ _____ sub-total      |
| \$ _____ /EA of 8" GV              | 1 EA \$ _____ sub-total      |
| <br>                               |                              |
| \$ _____ /EA of 12" GV             | 1 EA \$ _____ sub-total      |
| \$ _____ /EA of 16" GV             | 1 EA \$ _____ sub-total      |
| \$ _____ /EA of 24" GV             | 1 EA \$ _____ sub-total      |
| \$ _____ /EA of 16" BV             | 1 EA \$ _____ sub-total      |
| \$ _____ /EA of 24" BV             | 1 EA \$ _____ sub-total      |
| \$ _____ /LBS D.I. MJ Fittings     | 1,500LBS \$ _____ sub-total  |
| \$ _____ /Abandon Existing line LS | 1 LS \$ _____ sub-total      |

**On-Call Installation: (add sub-totals for Work Task #3):**

Work Task #3 \_\_\_\_\_ Dollars (\$) \_\_\_\_\_

The above unit prices shall include all costs to the Contractor including, without limitation, fuel, travel, transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc.

**All Work covered in the Contract Documents:**

Bidders shall write out the total amounts in both word format and number format.

**Total Of All Work Tasks:**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_

The parties agree to negotiate in good faith for any amounts that exceed those stated herein which are solely attributable to unanticipated conditions.

Each Bidder must show evidence that it is licensed as a contractor under Chapter 87 of the North Carolina General Statutes. The Bidder must have the following NC General Contractor's license to be qualified to perform the work associated with this bid:

Limitation: Unlimited

Classification(s): Unclassified

Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Brunswick County.

Contractors shall be responsible for providing the minimum required personnel and equipment at all times during project as indicated in each bid item. If the Contractor is unable to meet the minimum requirements, the bid item will not be paid at the approved rate. The rate may be paid at a proportional amount based on the percentage of equipment/personnel actually provided.

Brunswick County reserves the right to award the contract for each Work Task to one Bidder or multiple contracts to multiple Bidders based on the bid totals for each distinctive Work Task above (3 total).

Contractors shall respond and begin prosecution of the work within the time indicated in each bid item, or if no time is indicated, within seventy-two (72) hours of notification by Brunswick County unless directed otherwise by Brunswick County. If the Contractor does not respond within the indicated time, the performance security may be forfeited, and Brunswick County may prosecute the work with another contractor or its own forces with no additional notification to Contractor.

## **MINORITY BUSINESS PARTICIPATION REQUIREMENTS:**

**Provide with the bid** - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

**NOTE:** A Contractor that performs all of the work with its own workforce may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

**After the bid opening** - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

**OR**

If less than the goal, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit **A** **or** Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

## Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm or Corporation Making Bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship, Partnership, or LLC)

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_  
(Owner/Co-Partner/President/Vice President/Manager)

Address: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 8 \_\_\_\_\_

## FORM OF BID BOND

**BIDDER** *(Name and Address):*

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**SURETY** *(Name and Address of Principal Place of Business):*

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**Owner:**

**Brunswick County**  
**P. O. Box 249**  
**Bolivia, NC 28422**

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT *(Brief Description Including Location):*

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**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: *(Not Later than Bid Due Date):* \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms of the Contract Documents, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten (10) days after the award of same to the Bidder, then this obligation shall be null and void; but if the Bidder fails to so execute such Contract and give performance bond as required by NCGS 143-129, the surety shall, upon demand, forthwith pay to the Owner the penal sum amount set forth above. Provided further, that the bid may be withdrawn as provided by NCGS 143-129.1

BIDDER

SURETY

\_\_\_\_\_  
 Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
 Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
 Signature and Title

By: \_\_\_\_\_  
 Signature and Title  
 (Attach Power of Attorney)

Attest: \_\_\_\_\_  
 Signature and Title

Attest: \_\_\_\_\_  
 Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

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# Brunswick County AFFIDAVIT A – Listing of Good Faith Efforts

(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 ten (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 ten (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 that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended pre-bid meetings scheduled by the 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.
- ☐ **11 – (20 pts)** A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are **Brunswick County** based.

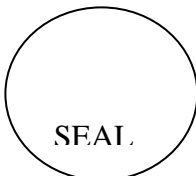
The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) 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 \_\_\_\_\_

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**Brunswick County AFFIDAVIT B – Intent to Perform Contract  
with Own Workforce**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform one hundred percent (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 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 \_\_\_\_\_

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Do not submit with bid    Do not submit with bid    Do not submit with bid    Do not submit with bid

## Brunswick County    **AFFIDAVIT C – Portion of the Work to be Performed by Minority Firms**

**(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 minority businesses as defined in NCGS143-128.2(g) is equal to or greater than the percentage goal listed in the Notice to Bidders 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 **seventy-two (72) hours** after notification of being low Bidder.

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

\_\_\_\_\_  
(Project Name)  
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 # | *Minority Category | 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**)

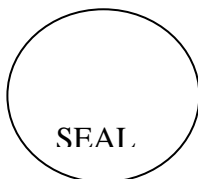
Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

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 \_\_\_\_\_

Do not submit with bid

Do not submit with bid

Do not submit with bid

Do not submit with bid

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# Brunswick County

## AFFIDAVIT D – Good Faith Efforts

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

If the percentage goal of participation by minority business listed in the Notice to Bidders **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)

Amount of Bid \$ \_\_\_\_\_ (Project Name)

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 # | *Minority Category | 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**)

**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.

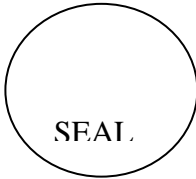
Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

Do not submit with bid    Do not submit with bid    Do not submit with bid    Do not submit with bid  
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 \_\_\_\_\_

## NOTICE OF AWARD

Dated \_\_\_\_\_, 20 \_\_\_\_

To: \_\_\_\_\_  
(BIDDER)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. N/A

Project: \_\_\_\_\_  
\_\_\_\_\_  
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated \_\_\_\_\_, 20 \_\_\_\_ for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Enclosed with this Notice of Award are the following:

- 2 Form of Construction or Repair Contract
- 2 Form of Construction Performance Bond, Form of Construction Payment Bond, Form of \_\_\_\_\_ Certificate of Insurance, Affidavit of Compliance with NC E-Verify Statutes

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by:

\_\_\_\_\_, 20 \_\_\_\_

1. You must deliver to the Owner 2 fully executed counterparts of the Contract. Each of the Documents must bear your signature.
2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, Form of Insurance and Affidavit of Compliance with NC E-Verify Statutes . Each of the Documents must bear your signature.
3. List other condition precedents:

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do not submit with bid    Do not submit with bid    Do not submit with bid    Do not submit with bid

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you have satisfactorily complied with the above conditions, Owner will return to you one (1) fully signed counterpart of the Contract.

**BRUNSWICK COUNTY**

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**ACCEPTANCE OF AWARD**

\_\_\_\_\_  
•  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**COPY to ENGINEER**

(Use Certified Mail, Return Receipt Requested)

Name:

Address:

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

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## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal:  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting  
Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. Only)

(Corporate Seal)

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Owner, Partner, or Corp.  
President or Vice President Only)

\_\_\_\_\_  
\_\_\_\_\_  
(Surety Company)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Attorney in Fact)

Countersigned:

\_\_\_\_\_

(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
(Name and Address-Surety Agency)

\_\_\_\_\_

\_\_\_\_\_  
(Surety Company Name and N.C.  
Regional or Branch Office Address)

## FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting  
Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.



Witness:

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

By: \_\_\_\_\_

Attest: (Corporation)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. Only)

(Corporate Seal)

\_\_\_\_\_  
\_\_\_\_\_  
(Surety Company)

Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Attorney in Fact)

Countersigned:

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
(Name and Address - Surety Agency)

\_\_\_\_\_  
(Surety Company Name and N.C.  
Regional or Branch Office Address)

Do not submit with bid    Do not submit with bid    Do not submit with bid    Do not submit with bid  
**CERTIFICATE OF INSURANCE (Workmen's Compensation and Liability)**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policy(ies) listed on this certificate.

Project \_\_\_\_\_ Location \_\_\_\_\_

Owner Brunswick County Address P. O. Box 249; Bolivia, NC 28422  
Contractor (Insured) \_\_\_\_\_ Address \_\_\_\_\_

The undersigned hereby certifies that the following policies, subject to their terms, conditions, and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

**A. WORKMEN'S COMPENSATION:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ \_\_\_\_\_ Each Accident.

Locations Covered: \_\_\_\_\_

**B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

**LIMITS:**

Bodily Injury, including Personal Injury.

\$ \_\_\_\_\_ Each Person  
\$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ Aggregate

Property Damage \$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ Aggregate

Other \_\_\_\_\_

**COVERAGE PROVIDED (Check Applicable Squares):**

|                                  | Yes                      | No                       | Property Damage Liability Includes: | Yes                      | No                       |
|----------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| Premises Operations              | <input type="checkbox"/> | <input type="checkbox"/> | Damage Due to Blasting (explosion)  | <input type="checkbox"/> | <input type="checkbox"/> |
| Subcontractor Operations         | <input type="checkbox"/> | <input type="checkbox"/> | Damage Due to Collapse              | <input type="checkbox"/> | <input type="checkbox"/> |
| Personal Injury                  | <input type="checkbox"/> | <input type="checkbox"/> | Damage to Underground Facilities    | <input type="checkbox"/> | <input type="checkbox"/> |
| Completed Operations             | <input type="checkbox"/> | <input type="checkbox"/> | Broad Form Property Damage:         | <input type="checkbox"/> | <input type="checkbox"/> |
| Contractual Liability (Per Spec) | <input type="checkbox"/> | <input type="checkbox"/> | Operations of Contractor            | <input type="checkbox"/> | <input type="checkbox"/> |
| Other _____                      | <input type="checkbox"/> | <input type="checkbox"/> | Contractual                         | <input type="checkbox"/> | <input type="checkbox"/> |

**C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

**LIMITS:**

Bodily Injury

\$ \_\_\_\_\_ Each Person  
\$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ Aggregate

Property Damage \$ \_\_\_\_\_ Each Occurrence  
Other \_\_\_\_\_

COVERAGE PROVIDED - for operation of all owned, non-owned, and hired vehicles.

**D. UMBRELLA EXCESS LIABILITY:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_

LIMITS: Single Limit Bodily Injury and Property Damage \$ \_\_\_\_\_ Each Occurrence.

COVERAGE PROVIDED - applies in excess of the coverages listed above for Employer's Liability, Comprehensive General, Automotive, and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered or certified mail to the above Owner.

**BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER Contractor's GENERAL LIABILITY INSURANCE**

Name of Agency \_\_\_\_\_ Address \_\_\_\_\_  
Date \_\_\_\_\_ By \_\_\_\_\_

Do not submit with bid

Do not submit with bid

Do not submit with bid

Do not submit with bid

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## NOTICE TO PROCEED

Dated \_\_\_\_\_, 20 \_\_\_\_

To: \_\_\_\_\_  
(Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. **N/A**

Project: \_\_\_\_\_  
\_\_\_\_\_  
(Insert Name of Contract as it Appears in the Bidding Documents)

You are notified that the Contract times under the above Contract will commence to run on:

\_\_\_\_\_.  
By that date, you are to start performing your obligations under the Contract Documents. Your Contract completion date is therefore:\_\_\_\_\_.  
The Contract provides for the assessment of liquidated damages for each consecutive calendar day that the work remains incomplete after the above established completion date.

Before you may start any Work at the site, you must deliver the required certificates of insurance to the Owner.

Also, before you may start any Work at the site, you must: (add other requirements)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Brunswick County**  
(Owner)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)