



City of Wilson, NC.

Request for Proposals # 2023-25

“206 Nash Street Building Repairs”

Issue Date: 5/9/2023

Due Date: 6/1/2023 @ 2:00 pm

Pre-Proposal/Site Visit: By appointment only

Questions Due by: 5/25/2023 @ 12:00 pm

Informal proposals/bids clearly marked/titled “RFP # 2023-25” 206 Nash Street Building Repairs to be furnished sealed to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, until the date and time above.

- Proposals must be submitted in accordance with this and any other documents per the objective and scope of work.
- Bid Sheet must be filled out completely.
- Submitted proposals shall be good for at least 90 days from submission date.
- It is the bidders’ responsibility to ensure that proposals are delivered to the purchasing office by the cut-off time.
- Proposals must submit sealed bids by mail or hand deliver to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office.
- If using any other delivery method, please allow ample time for delivery.
- Hand delivered proposals can be taken to the City of Wilson Operations Center 1800 Herring Ave. E. Wilson, NC. 27893.

Mail addressed Proposals to: Ricky Wilson, Purchasing Manager
City of Wilson
P.O. Box 10
Wilson, NC. 27894-0010

Hand delivered Proposals to: Ricky Wilson, Purchasing Manager
City of Wilson
1800 Herring Ave. E
Wilson, NC. 27893

Questions: Please E-mail: rvwilson@wilsonnc.org ; please allow time for a response from a representative of the department responsible for this proposal.

Pre-Proposal/Site Visits: By scheduled appointment only at the location 206 Nash St. Wilson, NC 27893. Send e-mail to rvwilson@wilsonnc.org to schedule with City designated contact.

Information in this document may be obtained from the office of the Purchasing Manager, Operations Center, Warehouse / Purchasing Department, 1800 Herring Ave., Wilson, North Carolina.

The city does not sell bid/proposal packages. Plans, specifications, and addenda may be viewed and obtained online at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6f6ea-36f1-43a9-ae1b-61fdec8b52b> This will take you to our current bids and select the above bid name.

Bidders are cautioned not to submit proposals until the proposed requirements and scope of work have been carefully examined. It will be considered that the bidders will have satisfied themselves as to the accuracy of the objective and scope of work. No proposal will be considered unless prices are itemized by quantity, unit price and total.

All qualified bids/proposals will be evaluated and award made to firm(s) whose bid/proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any and all offers if determined in its best interest.

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BACKGROUND:

The property at 206 Nash Street Wilson, NC is a historical home known as the James Roundtree Home built circa 1892 and is on the City of Wilson's list of local landmarks. It is located in the City Recognized Historical Old Wilson District. The City is interested in seeking contractors that have experience in the repair of historical homes. An engineer performed a cursory inspection of the rear wing of the building. The purpose of the inspection was to determine the probable cause of the settlement that is apparent. These observations are part of the inspection and what the City desires to be repaired by a qualified contractor with experience working on Historical Properties.

Any paint used to touch-up from damages from the repairs will need to be approved by the City's designated inspector/contact. The engineer's analysis did not detect lead based paint (LBP) in the base coat. If any is found (such as trim), follow industry standards for removal and disposal of LBP removal. Workers should wear the appropriate protection when scraping or sanding LBP.

OBJECTIVE:

The contractor will be required to repair and/or replace in place per city/engineer's recommendation all items included herein, below, and/or per attachments at the main property building rear wing located at 206 Nash Street Wilson, NC 27893 in accordance with the Scope of Work below to repair, reinforce, level, and stabilize the structure to building code standards. The City may choose some of the options submitted but potentially not all depending on several factors.

SCOPE OF WORK:

The contractor shall provide all personnel, tools, equipment, material, supervision, technical expertise, and other related items necessary to perform the work listed. The following recommendations cover primarily repair-in-place and then the area associated with the decayed sill and joists along the south rear wing wall. While working it may be understood that additional damage exists, this will be evaluated by the City designated contact and Engineer in order to develop a plan to move forward.

City/Engineer Recommendations numbered as **Item 1, Item 2a., 2b., and Item 3 below:**

1. (ITEM 1 on bid sheet) (a-d) Shoring, girder installations, sill replacements, shimming, water table and siding replacement, painting.

- a. To relieve some of the wall and floor load imposed on the 6x6 sill, temporarily shore up the floor framing, the wall, and floor load with a parallel drop girder. An interior drop girder may not provide the means to support the wall load above. As such shoring at floor level maybe required to extend through the wall to the exterior to relieve wall load.
- b. Remove and replace the damaged portions of the solid 6x6 as needed with either a solid pressure treated 6x6; shimmed with a ½" thick x 5 ½" pressure treated shim

plate or (4) pressure treated 2x8's ripped to a 6-inch depth and nailed or screwed together to form the new sill.

- c. It is recommended that the sill along the south wall, which is exposed from within the basement, and the sill on the east foundation wall, from the SE corner to the basement door, be removed and replaced.
- d. To permit shoring/removing load on the exterior 6x6 sill (portions to be replaced), the water table and some of the siding will need to be removed to permit sill replacement. Due to age, the wood lapboard siding may split and have to be replaced with new lapboard siding. (Like/Similar material is required to match existing siding).
 - i. After the sill and lower wall is exposed, inspect wall framing. If conditions are questionable such that the existing studs are significantly compromised, contact City designated contact for directions as the engineer will need to recommend next steps to the City contact and further direction given to awarded contractor.
 - ii. Install temporary shoring to support south end of FJ's and exterior wall.
 - iii. Replace damaged sill(s). Once the sills are replaced, remove shoring.
 - iv. Add wall insulation where missing.
 - v. Add exterior wall sheathing (plywood or OSB) over exposed wall framing.
 - vi. Add an air barrier.
 - vii. Replace wall lapboard siding and water table. Prime and paint trim and new siding. (With approved paint from City designated contact)

2. (ITEM 2 on bid sheet) (a.) on over-span, over-loaded and/or damaged floor joist (s) repair/replacement or (b.) drop girder option:

- a. Below both the Kitchen and the Conference Room, add a new pressure treated 2x10 #1 SYP sister joist beside each existing floor joist.
- b. Approximately 7'-10" from the south basement wall, place a drop girder comprised of either (4) pressure treated 2x8's or (3) pressure treated 2x10's. The placement of the new drop girder will require some adjustments to the ductwork, possibly wiring, water supply piping and/or waste lines. To minimize impact, the DG can be shifted slightly; however, coordinate the shift with the City/Engineer. Support the new drop girders with 16" square CMU mortared piers and concrete footings. The City and Engineer can provide a framing and foundation plan for this item should this option be selected.

3. (ITEM 3 on bid sheet) Floor leveling option:

Below each wall of the Cabinet wall, place a triple PT 2x10 FJ. Try to snug against floor. However, due to the sag, shimming will likely be required. Floor Leveling at the Cabinet walls (NLB walls):

to level the floor. Leveling could possibly be accomplished by jacking up the sagging floor joints. However, doing so would likely result in substantial resistance given the creep assumed by the joists as well as damage to both the walls, trim, doors, and cabinet finishes above from the jacking pressure. A less destructive method for isolated floor leveling would be to stabilize the floor where it rests, and then working from above:

- i. Remove the flooring in the affected area(s).
- ii. Either add tapered leveling strips or possibly placing a self-leveling grout.
- iii. Replace the flooring and trim out the walls, cabinets, and doorways as required.

Pictures of Rear Wing of Property for reference:

Photo Samples of Damage Observed for reference:

Sill & Stud Damage Crushing

Southern Sill Damage

Floor Joist

Mortar Joint Fretting

GENERAL TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
2. **BID BOND:** Not required.
3. **PERFORMANCE AND PAYMENT BONDS:** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded costing more than \$300,000 from each contract costing over \$50,000. This will be required of contractor after award is made.
4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.

7. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. This project will require verification by City designated site contact/inspector before payments are made to the contractor. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org and/or City designated representative.
9. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
12. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
14. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
 - a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.
15. **INSURANCE:** *A copy of Contractors Insurance Certificate is required to be submitted upon award.*

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

 - a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation

Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. **GENERAL INDEMNITY**: The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
17. **CONFIDENTIALITY**: Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
18. **COMPLIANCE WITH LAWS**: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
19. **ENTIRE AGREEMENT**: This document and any others incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This document, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties

contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
21. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
22. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
23. **E-VERIFY:** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.
24. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
25. **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
26. **BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a proposal/bid in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
27. **RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
28. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
29. **INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other

*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 may be required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)_____.

Attach to proposal/bid

STATE OF NORTH CAROLINA
AFFIDAVIT
COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2023.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of

Signed and sworn to (or affirmed) before me, this
the _____

day of _____, 2023.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

REFERENCES (preferably on historical properties)

COMPANY NAME: _____

Provide three references for our records:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

RFP 2023-25 - Bid Sheet (Required)

Item 1 (a-d): Shoring, girder installations, sill replacements, shimming, water table and siding replacement, painting:

_____ \$ _____

Item 1 (contingency) for damaged wall stud replacement (per stud price):

_____ \$ _____

Item 2a: Over-span, over-loaded and/or damaged floor joist replacement:

_____ \$ _____

Item 2b: Drop girder option with piers and footings:

_____ \$ _____

Item 3: Floor leveling option:

_____ \$ _____

Experience in Historical Homes: (**Y** / **N**) circle yes or no, and provide references above

Proposals must include an itemized schedule by quantity, unit price, and total. Please attach information related to experience with work on historical homes to back of this sheet. The level of detail will be up to the contractor.

Please indicate the proposal name and number on the outside of the submittal envelope.

Proposals will be evaluated by cost and options while evaluating contractors' experience with working on Historic Properties.

Contractor agrees to perform the work specified within the scope of work and any attached documents, addenda, and updated material.

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone Number: _____

NC Contractor's License Type and Number: _____

Number of Addendums Acknowledged (circle one) N/A 1 2 3 4 5

Authorized Signature: _____

Print Name of Authorized Signature: _____

Title: _____

Below line for City Use and Award:

Print: _____

Sign: _____

Date: _____

Circle City options chosen: (Item 1, Item 1 contingency, Item 2a., Item 2b.,
Item 3.)

Total cost to City: \$_____