



**City of Wilson
Wilson, North Carolina**

Rollingwood Drive Drainage Improvements

Bid # 2023-05

Due Date and Time: 3/22/2023 @ 2:00 PM

Location: Operations Center Conference Room

Sealed proposals endorsed "**Rollingwood Drive Drainage Improvements**" to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, until **2:00 PM, Wednesday, March 22, 2023**.

Bidders may hand deliver bid packages 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 Deliver: City of Wilson
1800 Herring Ave. E
Wilson, NC. 27893

Mail: City of Wilson (Purchasing)
PO Box 10
Wilson, NC. 27894-0010

IT IS THE BIDDERS RESPONSIBILITY TO ENSURE THAT BID PACKAGES ARE DELIVERED TO THE PURCHASING OFFICE BY THE DUE DATE AND TIME.

Specifications may be obtained from the office of the Purchasing Manager, Operations Center, Warehouse / Purchasing Department, 1800 Herring Ave., Wilson, North Carolina 27893 or e-mail rvwilson@wilsonnc.org.

All questions concerning this bid shall be sent via email to kmanning@wilsonnc.org. Questions shall include "Rollingwood Drive Drainage Improvements" in the subject line. **Questions are due by 5:00 PM March 8, 2023**. Responses to all questions will be published as an addendum.

All qualified proposals / bids will be evaluated and award made to 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 unqualified right to reject any and all offers if determined in its best interest.

CITY OF WILSON

PUBLIC WORKS

PROPOSAL

DATE AND TIME OF BID OPENING: March 22, 2023 @ 2:00 PM

LOCATION: OPERATIONS CENTER (Conference Room)
1800 HERRING AVE E.
WILSON, NC. 27893

TYPE OF WORK: Replacement of storm drain structures

LOCATION: Along Rollingwood Drive and Knollwood Drive



NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

BIDDER'S N.C. CONTRACTOR'S LICENSE NUMBER

SCOPE OF CONTRACT

The scope of this contract is to replace the existing drainage structures along Rollingwood Drive and a small section of Knollwood Drive. More specifically, the work involves the installation of approximately 600 LF 24” RCP storm draining pipe, two storm drain manholes, two catch basins, and various roadway work to repair the street.

All work and materials shall be in accordance with the provisions of the City of Wilson’s Manual of Specifications Standards and Design. A copy of the manual of specifications standards and designs can be found at <http://www.wilsonnc.appianengrs.com/COW-MSSD-2020.pdf>.

Additionally, design documents have been prepared by Green Engineering titled “Rollingwood Drive Drainage Study” sealed January 26, 2023.

The contractor shall keep themselves fully informed of all Federal, State, and local laws, ordinances, and regulations.

CONTRACT TIME & LIQUIDATED DAMAGE

The date of availability for this contract is upon notification by the Public Works Director or City Engineer on or about April 1, 2023. The contractor may begin work prior to this date upon approval from the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the City of Wilson will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted under this contract until all required insurance certifications have been satisfied. The completion date of this contract is 285 days from receipt of the Notice to Proceed.

Liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day.

MOBILIZATION

Mobilization should not exceed 5% of the total bid.

Pay Item	Pay Unit
Mobilization	Lump Sum

WORK RESTRICTIONS – HOLIDAYS AND HOLIDAY WEEKENDS

The Contractor shall not narrow or close a lane of traffic on any of the above-mentioned roads, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

1. For unexpected occurrences that create unusually high traffic volumes, as directed by the Engineer.

PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project.

The Contractor will not be permitted to suspend his operation except of reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operation in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of Five Hundred Dollars (\$500.00) will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of work.

Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to complete the work on time.

RETAINAGE

For the term of the initial agreement and any contract extension the contractor agrees to invoice the contracting agency (City of Wilson) in the amount of ten (10) percent less than the agreed amount of the contract. This amount will not be deducted for extra work in the contract and will be refunded without interest, pending the project site review, by the City of Wilson or six (6) months after completion of work. In case of default this amount will be used to obtain these services from another source.

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the Public Works Director or City Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction conference will be held. The Contractor's superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of work shall attend the preconstruction conference

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, North Carolina Department of

Transportation Standard Specifications for Roads and Structures and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and will not impede motorists.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

No direct payment will be made for traffic control items.

WORK ZONE SIGNING

Install and maintain signing in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation January 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation January 2018 Highway Design Branch Roadway Standard Drawings and the following provisions:

Furnish, install, maintain, and remove work zone signs and any required lane closure signing.

Install any required lane closure signing needed during the life of the project (see North Carolina Department of Transportation January 2018 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11 and 1110.02).

No direct payment will be made for work zone signing. All work zone signs may be portable.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

UTILITY CONFLICTS

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the owner of the utility immediately and shall cooperate in the restoration of service in the shortest time possible.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

MISCELLANEOUS

All work items necessary to complete the work other than listed on the “Bid Form” will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for nonpayment.

Any damage caused by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no cost to the City of Wilson.

All work performed by the Contractor shall be in accordance with the Standard Specifications and workmanship/appearance done to the satisfaction of the Engineer.

CLEANING AFTER COMPLETION

Cleaning operations shall commence immediately following completion of required work. This work shall consist of but not limited to removal of asphalt material from valves boxes, manholes, catch basins, and drop inlets. All asphalt debris shall be removed for the curb and gutter, driveways and adjacent properties. No additional payment shall be made for this work.

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Project Bid Form

Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$	\$
2	Tie Proposed 24" RCP to Existing Storm Drain Manhole	4	EA	\$	\$
3	Plug Existing 24" Outlet at Catch Basin #40014	1	EA	\$	\$
4	24" RCP Storm Drain Pipe w/ Stone Bedding	600	LF	\$	\$
5	Storm Drainage Manhole	2	EA	\$	\$
6	Catch Basin	2	EA	\$	\$
7	Asphalt Roadway (2" S9.5B, single lift)	700	SY	\$	\$
8	8" CABC	700	SY	\$	\$
9	Select Backfill (Compacted in Place Screenings)	1,800	CY	\$	\$
10	Inlet Protection	5	EA	\$	\$
GRAND TOTAL					\$

CONTRACTOR SIGNATURES

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractor License Number _____

Authorized Agent _____ Title _____

(Please Print)

Signature _____ Date _____

Witness _____ Title _____

(Please Print)

Signature _____ Date _____

CITY OF WILSON SIGNATURES

Authorized Agent _____ Title _____

(Please Print)

Signature _____ Date _____

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/DEPOSIT: (WAIVED under \$500,000)** No proposal shall be considered or accepted by the City of Wilson unless, at the time of its filing, the proposal shall be accompanied by a deposit with the City of Wilson of cash, a cashier's check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the City of Wilson if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. Bid bond shall be enclosed in a separate sealed envelope with "Bid Bond" printed on the envelope.
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. 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. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org
9. **NON-DISCRIMINATION:**
 - a. 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.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

- 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.
- 9. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
25. **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 bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
26. **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.
27. **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.
28. **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 facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
29. **PRICE ADJUSTMENTS:** A requested price increase may only become effective after approval of the Purchasing Manager in writing. Price increases will need to have sufficient justification as to the reason why the increase is being requested. The City will need 30 days written notice before price increases can become effective, failure to notify the City of a price increase will result in payment of invoice at prior written contracted/agreed upon pricing until the conditions are met. A price decrease will only need to be communicated to the Purchasing Manager for documentation purposes.
30. **LIQUIDATED DAMAGES:** Liquidated damages, if stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure on the Contractor to complete the work within the specified time of completion. **(Liquidated Damages apply to this contract in the amount of \$500.00 per calendar day.)**
31. **VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

STATE OF NORTH CAROLINA

COUNTY OF WILSON

AFFIDAVIT

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) YES _____ 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 _____, 20____.

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 _____, 2022.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

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

REFERENCES

COMPANY NAME _____

Provide three references for our records:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON CITY OF WILSON CONTRACTS

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

2. (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the Contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.

(b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.

(c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

(d) The general contractor shall not be required to certify the subcontractor's statements.

(e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under Contracts with such institutions, organizations or governmental units.

3. The Contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.

4. The Contractor is advised that all requests for payment, partial or final, for work completed under this Contract must include a sales tax report submitted in accordance with the procedures outlined above.