

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

X	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
X	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
X	B1.	Identification of Minority Business Participation
X	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce
X	C.	Bidder's Qualifications Statement

BID FORMProject: Beaver Creek Sanitary Sewer (Kelly Road to Ashley Downs)Bid From: Carolina Civilworks Inc.**TABLE OF CONTENTS**

	Page
Article 1 – Bid Recipient.....	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 73 HUNTER STREET
APEX, NC 27502-0250**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2/20/20</u>
<u>2</u>	<u>3/6/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization (max. 3% of Total Bid)	LS	1	32872.33	32872.33
2	Traffic Control	LS	1	2134.18	2134.18
3	Clearing and Grubbing	LS	1	42421.01	42421.01
A. Sanitary Sewer Replacements					
4	30" DI Sanitary Sewer, Depth 0' – 10'	LF	1,225	232.81	285192.25
5	30" DI Sanitary Sewer, Depth 10' – 12'	LF	80	240.12	19209.60
6	30" DI Sanitary Sewer, Depth 12' – 14'	LF	55	244.62	13454.10
7	30" DI Sanitary Sewer, Depth 14' – 16'	LF	65	254.75	16558.75
8	30" DI Sanitary Sewer, Depth 16' – 18'	LF	95	265.71	25242.45
9	30" DI Sanitary Sewer, Depth 18' – 21'	LF	130	320.55	41671.50
10	6' Dia. Manholes, Depth 0' – 10'	EA	1	7720.79	7720.79
11	6' Dia. Manholes, Depth 10' – 14'	EA	4	10696.10	42784.40
12	6' Dia. Manholes, Depth 14' – 21'	EA	2	16958.34	33916.68
13	Hydrostatic Testing of Gravity Sewer	EA	7	1595.61	11169.27
14	Bypass Pumping	LS	1	33951.27	33951.27
15	Tie into Existing Manhole	EA	1	5487.98	5487.98
16	Concrete Anti-Seepage Collars	EA	4	2326.95	9307.80
17	Manhole Vent	EA	2	4257.23	8514.46
18	Breakdown and Fill Existing Manhole	EA	4	2761.29	11044.96
19	Plug Existing Sewer Lines	EA	10	2052.81	20528.10
19A	Abandon 24" Sanitary Sewer with Flowable Fill	LF	400	45.69	18276.00
20	Temporary Stream Crossing	EA	2	5041.66	10083.32
21	Stone Construction Entrance	EA	1	3674.12	3674.12
22	Combo Silt/Tree Protection Fence	LF	7,290	4.15	30253.50
23	Stone Filter	EA	26	129.99	3379.74
24	Rock Silt Check Dam	EA	2	1223.39	2446.78
25	Silt Bag	EA	6	440.85	2645.10

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Concrete Washout	EA	1	1869.76	1869.76
27	Type 1 Ditch / Slope Liner	LF	200	7.34	1468.00
28A	Rock Excavation by Mechanical Method (Min. \$100/CY)	CY	860	50.00	43,000.00
28B	Rock Excavation (Min. \$40/CY)	CY	860	40.00	34,400.00
29	Foundation Stone (Min. \$25/CY)	CY	1,970	53.73	105,848.10
30	Select Fill	CY	2,040	27.33	55,753.20
31	Clean Up and Seeding (Min. 15% of Item 4-9)	LS	1	65805.76	65805.76
32	Allowance for 3 rd Party Materials Testing	LS	1	\$20,000	\$20,000.00
B. Greenway					
33	Grading - G1A Sta. 10+00 to 13+98.15	LS	1	22527.47	22527.47
34	Undercut Excavation	CY	330	61.51	20298.30
35	Geotextile for Soil Stabilization	SY	900	8.42	7578.00
36	18" RC Pipe Culverts, Class IV	LF	88	46.61	4101.68
37	18" Pipe End Section	EA	2	1283.75	2567.50
38	Aggregate Base Course	TON	260	105.72	27487.20
39	Granite Screenings	TON	25	28.87	721.75
40	4" Reinforced Sidewalk	SY	720	50.94	36676.80
41	Existing Greenway Removal	SY	460	20.79	9563.40
42	Class B Rip Rap	TON	8	126.56	1012.48
43	Geotextile for Drainage	SY	18	64.31	1157.58
44	Rock Silt Check Dam	EA	6	1353.46	8120.76
45	Stone Filter Inlet Protection	EA	1	1859.34	1859.34
46	Woven Ditch Liner	LF	129	4.90	632.10
47	Jute Ditch Liner	LF	169	5.16	872.04
Total of All Unit Price Bid Items					\$1,207,261.66

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,207,261.66

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 - 1. Identification of Minority Business Participation.
 - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
 - C. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 74658 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
- 6.02 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 72 hours of the notification of being the apparent lowest bidder, the following:
- A. 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 by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
 - B. Affidavit (D) of its good faith effort to meet the goal. 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.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

Contractor's License

- A. Number: 74658
- B. Classification: Unclassified
- C. Limitation: Unlimited

Employer's Tax ID No.: 47-1232006

BIDDER: [Indicate correct name of bidding entity]

Carolina Civilworks Inc.

Telephone Number: 919-598-9850

Fax Number: 919-598-9912

Contact Name and e-mail address: Chad Green

cgreen@carolinacivilworks Inc.

This Bid Submitted by:

An Individual

Name: _____
(Type or print)

By: _____
(Individual's Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____
(Signature of general partner, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

Corporation Name: Carolina Civilworks Inc.

State of Incorporation: North Carolina

Type (General Business, Profession, Service, Limited Liability):
General Business

By: _____
(Signature, attach evidence of authority to sign)

Name: Chad Green
(Type or print)

Title: President
(Type or print)

Attest: _____
(Signature of Corporate Secretary)



Corporate Seal

Date of Qualification to do business in North Carolina is 7/8/2014

Limited Liability Company – LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed: _____

By: _____
(Signature of Manager)

Name: _____
(Type or print)

Title: _____
(Type or print)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Carolina Civilworks Inc.
PO Box 80337
Raleigh, NC 27623-0337

SURETY (Name, and Address of Principal Place of Business):
Frankenmuth Mutual Insurance Co.
1 Mutual Ave
Frankenmuth, MI 48787

OWNER (Name and Address):
Town of Apex
P.O. Box 250, 73 Hunter Street
Apex, NC 27502-0250

BID
Bid Due Date: March 12, 2020
Description (Project Name— Include Location): Beaver Creek Sanitary Sewer

BOND
Bond Number: N/A
Date: March 9, 2020
Penal sum 5% of the bid amount \$ 5% of the bid amount
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER Carolina Civilworks Inc. (Seal) **SURETY** Frankenmuth Mutual Insurance Co. (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: [Signature] Signature [Signature] Signature (Attach Power of Attorney)
Chad Green Martha P. Aycock
Print Name Print Name
President Attorney-In-Fact
Title Title
Attest: [Signature] Signature Attest: [Signature] Signature
Title Corp. Secretary Title Customer Service Representative

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PAGE FOR ATTACHING
POWER OF ATTORNEY
(Bid Bond)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Gretchen A. Hill, J.A. Parrott, Jr., James H. Parrott, Keith R. Hayes, Martha P. Aycock

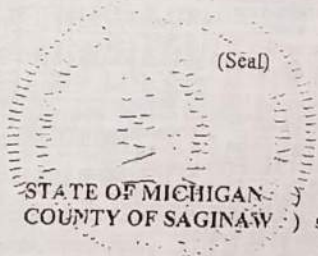
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 9th day of March, 2020.

[Signature]
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



00398838

SECURITY FEATURES:

Hologram

Visible Fibers

Invisible Fibers

Chemical Sensitive Paper

Microprinting

True Watermark

Heat Sensitive Ink

VOID Technology

- Multi-dimensional foil seal fused to stock. Cannot be photocopied.
- Fibers randomly embedded in the paper can be seen with the naked eye.
- Fibers in paper visible under ultraviolet light.
- Stains or discoloration on this document may indicate alteration attempt.
- Small type on document appears as dotted line when copied.
- Hold document to a light source to view. Cannot be copied.
- Hold image between thumb and forefinger or breathe on it. The image will fade and reappear.
- When photocopied, the word "VOID" appears prominently across the face of the document.

License Year

2020

License No.

74658

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carolina Civilworks Inc.
Raleigh, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



J. P. [Signature]

Chairman

C. Hank Wiener

Secretary-Treasurer

Identification of Minority Business Participation

I, Carolina Civilworks Inc. (Name of Bidder)

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

Firm Name, Address and Phone #	Work type	*Minority Category

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

The total value of minority business contracting will be (\$) 0.00.

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Wake

Affidavit of Carolina Civilworks Inc. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

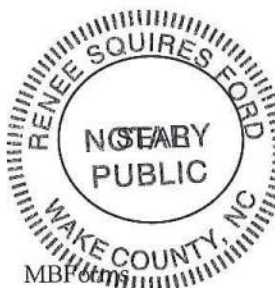
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/12/20 Name of Authorized Officer: Chad Green
Signature: [Signature]
Title: President



State of North Carolina, County of Wake
Subscribed and sworn to before me this 12th day of March 2020
Notary Public [Signature]
My commission expires 11/15/24

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

In lieu of compliance with the Owner's Minority Business Participation Goals, I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

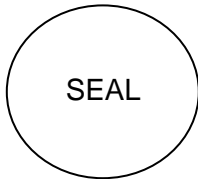
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The 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 North Carolina, County of _____

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

Notary Public _____

My commission expires _____