

Water Resources Department  
City of Greensboro



February 10, 2023

**TO:** Whom It May Concern

**FROM:** Monica Jarrett, Project Manager

**SUBJECT:** Request for Proposal

The City of Greensboro, located in North Carolina, is soliciting proposals for having their water treatment plant ferric sludge lagoon cleaned. The ferric sludge will be removed, dewatered and disposed of.

Sealed proposals will be received by the City of Greensboro, N. C., in the Water Resources Building, located at 2602 S. Elm-Eugene Street, Greensboro, NC, until 2:00 p.m., Tuesday, March 7, 2023 for the “**2023 Ferric Sludge Dewatering Project**” as described in the attached Request For Proposal (RFP).

Please note that the M/WBE Goals set for this project are 3.6% MBE and 6.6% WBE.

A Pre-Proposal meeting will be held on February 21, 2023 at 2 PM at the Townsend WTP. The Pre-Proposal meeting will also be made available via Zoom. Interested parties must email Monica Jarrett ([monica.jarrett@greensboro-nc.gov](mailto:monica.jarrett@greensboro-nc.gov)) to obtain the Zoom meeting link along with the meeting ID and any applicable passwords at least 24 hours prior to the Pre-Proposal Meeting. After the Pre-Proposal meeting there will be an opportunity for those attending in person to visit the Lagoon.

The City reserves the right to waive any informality or to reject any or all bids or to award such contract as in its judgment is deemed to the best interest of the City.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Should you have any questions concerning this RFP, please contact me at (336) 373-7792.

Sincerely,

Monica Jarrett  
Attachment

## Request for Proposal (RFP) For Other Services

### Townsend Water Treatment Plant Ferric Sludge Dewatering Project, 2023 February 10, 2023

#### 1. SUMMARY

**1.1. Request for Proposals:** The City of Greensboro Water Resources Engineering Division is soliciting proposals for the removal and disposal of ferric sludge from the Townsend Water Treatment Plant, located in Browns Summit, NC.

**1.2. Introduction and Background:** The City of Greensboro Water Resources Engineering Division is ready to contract out the bi-annual removal of the sludge lagoon contents. The ferric sludge lagoon is used to hold the ferric residuals from backwashing operations resulting from the water treatment process. This contract will include the dredging of both Lagoon 1 and Lagoon 2.

- a. The sludge results from a full TCLP test is attached, see Attachment 5
- b. Lagoon 1 and Lagoon 2 - Approximately 3,200 dry tons are estimated to be removed from the sludge lagoons (TOTAL)

**1.3. Services To Be Provided:** Consultant's services will generally consist of the following:

- a. Removal and dewatering of ferric sludge by use of an automated vacuum dredge and high solids centrifuge from the Townsend WTP sludge lagoons.
- b. Disposal of dewatered ferric sludge in accordance with federal, state, and local guidelines.

#### 2. ENVISIONED SCOPE SERVICES

**2.1. Scope of Consultant's Services:** The Basic Scope of Consultant's Services, as currently envisioned by the City include the removal and disposal of ferric sludge from the lagoons at the Townsend WTP. Lagoon 1 will need to be dredged first, followed by Lagoon 2. Dredging of Lagoon 2 shall not start prior to July 1, 2023. Lagoon 2 is a newly constructed lagoon with a geomembrane liner. All work shall be performed in a manner in which the liner is not damaged or disturbed. All work shall be performed using equipment, such as a roller, that will not damage or disturb the liner. Additional services to be provided by the selected consultant include the following:

- a. Mobilization

- b. Site restoration and demobilization

### 3. RFP SUBMITTAL REQUIREMENTS

**3.1.** This RFP is issued by the City of Greensboro Water Resources Engineering Division. Any questions concerning this RFP shall be submitted in writing and addressed to Monica Jarrett, Water Resources, Engineering Division, by mail to the address below or by e-mail to [monica.jarrett@greensboro-nc.gov](mailto:monica.jarrett@greensboro-nc.gov) . **The deadline for questions will be 12:00 pm February 28, 2023.** All questions will answered by Addenda.

**3.2. Please submit one original and two hard copies of your RFP, as well as a one electronic copy of your RFP (provided on a flash drive),** to the City of Greensboro **no later than 2:00 PM, March 7, 2023** to the attention of:

**Monica Jarrett, E.I.  
City of Greensboro Water Resources Department  
2602 S. Elm-Eugene Street  
Greensboro, NC 27406**

**Item\Date**

- A Pre-Proposal meeting will be held on **February 21, 2023 at 2 PM** at the Townsend WTP. The Pre-Proposal meeting will also be made available via Zoom. Interested parties must email Monica Jarrett ([monica.jarrett@greensboro-nc.gov](mailto:monica.jarrett@greensboro-nc.gov) ) to obtain the Zoom meeting link along with the meeting ID and any applicable passwords at least 24 hours prior to the Pre-Proposal Meeting. After the Pre-Proposal meeting there will be an opportunity for those attending in person to visit the Lagoon.
- City Issues Notice-To-Proceed On or before **June 1, 2023.**
- Complete Project On or before **December 31, 2023.**

**3.3. RFP Organization:** To facilitate the City's objective review of the RFPs from different Consultants, submitting firms are requested to organize their submittal using a standardized format. Each RFP should contain the following:

- a) **Transmittal Letter:** A transmittal letter prepared on the firm's business stationery must accompany the RFP submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

Selected firm(s) will be required to submit a Certificate of Insurance which specifically names the City of Greensboro as additional insured via an additional insured endorsement.



The transmittal letter must include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFP.

- b) **Consultant's Description of Scope of Services:** The Proposal shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project. Include a narrative and description of the proposed effort and the products that will be delivered.

Outline your understanding of this project, scope of services, technical plan and organization. List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.

The proposal shall list all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.

- c) **Key Personnel:** Provide information on key personnel that will comprise the team responsible for completing the project. At a minimum please provide a resume listing the qualifications and experience for each team member and an organization chart representative of the team hierarchy to be utilized within the parent organization or firm. If a sub-consultant will be utilized the chart must show the management approach reporting relationships between the firms.
- d) **Minority/Woman Business Enterprise (M/WBE) Participation Requirements:**

**M/WBE Goals**

This is a non-bifurcated process and the M/WBE Goals are as follows:

- 3.6% MBE
- 6.6% WBE

**M/WBE Policy Statement**

It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes the counties of Alamance, Caswell, Chatham, Davie, Davidson,



Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

### **M/WBE Commercial Nondiscrimination Policy**

The undersigned Respondent hereby certifies and agrees that the following information is correct:

In preparing its response, the Respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1.

Respondents that meet or exceed both MBE and WBE Goals will be awarded 10 (ten) evaluation points or Respondents that meet or exceed one of the M/WBE Goals will be awarded 5 (five) evaluation points. A maximum of ten Points may be received for this criteria. The following certified Minority Group Members and/or women: African-American, Hispanic American, Native American, Asian American, and non-Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women-owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB)

<https://ncadmin.nc.gov/businesses/hub/hub-certification> or NC DOT North Carolina Department of Transportation

<https://connect.ncdot.gov/business/SmallBusiness/Online-Cert-App-Portal/Pages/default.aspx> and satisfies the City's eligibility requirements.

**At the time of the bid opening, the Bidder/Participant shall submit:**

- ***If the Bidder/Participant obtains sufficient M/WBE participation to meet or exceed the M/WBE contract Goals, the Bidder/Participant shall place the following documents in its Good Faith Efforts envelope:***

**Affidavit C**, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors; and

**Affidavit F**, Statement of Subcontract Opportunities Offered

In addition to Affidavits C and F, the Bidder may submit the Good Faith Efforts Affidavits and supporting documentation that are required of Bidder/Participants who do not meet the M/WBE subcontracting Goal(s) in subsection C(2) below, ***but the Bidder/Participant is not required to do so.*** If, however, one or more of the M/WBE contractors listed in Affidavit C is disqualified or the M/WBE utilization percentages are reduced for any reason and the participation by the remaining M/WBE contractors fails to meet the M/WBE contract Goals, the Bidder/Participant's bid will be rejected as non-responsive if the Bidder/Participant does not include its Good Faith Efforts Affidavits and documentation with its bid. No additional time will be given for the Bidder/Participant to submit this information if it is not included with its bid.

- ***If the Bidder/Participant does not obtain sufficient M/WBE participation to meet or exceed the M/WBE contract Goals, the Bidder/Participant should put the following documents in its Good Faith Efforts envelope as well as any supporting documentation:***

**Affidavit A**, Listing of Good Faith Efforts – Subcontracting & Supplies;

**Affidavit B**, M/WBE Program Certification of Good Faith Efforts;

**Affidavit C**, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors;

**Affidavit F**, Statement Of Subcontract Opportunities Offered.

For questions about the City's M/WBE Program, please contact the M/WBE Office at (336) 373-2674.

#### 4. RFP Submittal Evaluation

- 4.1. Proposal Evaluation:** Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.

A Selection Committee will be utilized to rate each Technical Proposal based on the following criteria:

1. Understanding of the project and scope of services.
2. Experience of the firm in:
  - Providing company information including the number of years in business, projects of similar type completed and the contact information for the proposed personnel to work on this project.
  - Providing a summary of those previous clients with whom similar projects have been performed. The summary must include the company or facility name, contact person, address, telephone number, as well as a description of the project including volume/quantity of solids in sludge cake and duration of project.
3. Qualifications of personnel/staff.
4. Compliance with the requirements of the RFP and Attachment A.
5. Equipment List:
  - Including the power requirements of any equipment utilizing any city supplied power.
6. Schedule
7. M/WBE Utilization
  - There are two ways to make Good Faith Efforts: One way is to meet both of the goals; the other way is to demonstrate that you tried to meet both of the goals.
  - Bidders/Participants that fail to meet one or more of the M/WBE contract Goal(s) must earn a minimum of 50 Points from the Good Faith Effort categories listed in Affidavit B. The minimum Good Faith Efforts Points will be calculated, independently, for each MBE or WBE subcontracting goal that was not met.
  - For instance, if a Bidder/Participant failed to meet both the MBE Goal and the WBE Goal that were set, the Bidder/Participant would have to earn at least 50 points with respect to MBEs, and at least 50 points with respect to WBEs.
  - In deciding whether to award points in a Good Faith Efforts category, the City will assess whether the efforts employed by the Bidder/Participant are those that a prime contractor would reasonably be expected to take if they were actively and aggressively trying to meet each M/WBE Goal(s) established for the Contract.
  - All actions necessary to earn the required GFE Points must be undertaken prior to Bid Opening.
  - If the Bidder/Participant obtains sufficient M/WBE participation to meet or exceed the M/WBE contract Goal(s), the Bidder/Participant shall submit the following documents: Affidavit C and Affidavit F.
  - If the Bidder/Participant does not obtain sufficient M/WBE participation to meet or exceed the M/WBE subcontracting Goal(s), the



Bidder/Participant shall submit: Affidavit A, Affidavit B, Affidavit C and Affidavit F.

8. Cost of services rendered:

- Complete and attach the bid sheet provided with the following items priced. Zero dollar bids are not permitted and shall not be acceptable. Include acknowledgment of payment method. Bid will be determined as follows:

- Total Bid = (1) Mobilization + (2) Dewatering, Removal & Disposal of Ferric Sludge

Mobilization

- Bid Requirements:

The contractor shall provide a lump sum price for mobilization. This pay item is intended to compensate the Contractor for the delivery, materials, grading, installation, erosion control, setup, assembly, site restoration, disassembly, and removal of any Contractor equipment for work performed for the City of Greensboro, as listed within the RFP and Attachment A.

Dewatering, Removal & Disposal Services of Ferric Sludge

- Bid Requirements:

The contractor shall provide a contract unit price per dry ton for "**Removal and Disposal of Ferric Sludge**". This pay item is intended to compensate the Contractor for the quantity of sludge removal and disposal operations paid per dry ton for the work performed for the City of Greensboro, as listed within the RFP and Attachment A.

Water Resources Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

**Rating and Selection Team:** The following individuals will comprise the team responsible for reviewing and rating submitted RFP's:

- Monica Jarrett, Project Manager
- Jay Guffey, PE, Engineering Supervisor
- Scott Jewell, Water Supply Manager
- Dell Harney, Water Supply Manager



- Nathanael Moore, Street Maintenance Operations Manager
- Shadi Zeidan – Senior MWBE Specialist

## 5. General Provisions

- 5.1. Terms and Conditions of the Contract:** The City will utilize the professional services contract agreement included herein as “Attachment A.”
- 5.2. Modifications and Withdrawals:** Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Water Resources prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.
- 5.3. Questions and Inquiries:** Questions and inquiries should be directed in writing to the individual listed on page two. Electronic submission of questions is acceptable. The deadline for questions is 12 PM on February 28, 2023. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.
- 5.4. Proposal Acceptance:** The City of Greensboro reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.
- 5.5. Insurance Requirements:** Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker’s Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual service agreement.
- 5.6. RFP Cancellation:** The City of Greensboro may cancel this RFP, in whole or in part, at any time before the opening of the proposals.
- 5.7. Services Rendered:** All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.
- 5.8. Contract Period:** The contract period will be from date of award through June 30, 2024. The City of Greensboro reserves the right to extend the contract for as many as two (2) additional twelve (12) month periods, on an annual basis if both parties agree and funds are made available for that purpose.

- 6. Schedule for the Selection Process:** The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues RFP	February 10, 2023
Pre-Proposal Meeting	February 21, 2023 at 2 PM
Completed Proposals due to City	March 7, 2023 at 2 PM
City review of Proposals and Selection Of Short List of Consultants	March 10, 2023
Interviews with potential Consultants	Week of March 13, 2023
City selects Most Qualified Consultant	On or before March 20, 2023
Complete contract negotiations with selected Contractor	On or before March 27, 2023
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before April 3, 2023
City formal approval and signature of Contract	On or before June 1, 2023
Written Notice-To-Proceed (NTP)	On or before June 5, 2023

**Water Resources Matrix for RFP's**  
**Rank each proposal and list your reasons or comments.**

<b>Points</b>	<b>Selection Criteria</b>	<b>Vendor Name</b>	<b>Vendor Name</b>	<b>Vendor Name</b>	<b>Comments (please provide)</b>
5	Responsiveness to the City's RFP				
30	Qualifications/Experience: Firms contact information and range of services (5); Year of experience (5) Credential of project personnel & qualifications of firms(s) including partnering & teaming arrangements (10) Demonstrated ability to carry out projects on time and within budget (10)				
10	Capacity: Experiences with municipalities in providing similar services as requested in RFP (5); Provide a minimum of 3 references with current contact information (5)				
5	Description/understanding of required services				
10	Availability and flexibility of consultant				
10	Preliminary cost proposal.				

20	Any special or unusual terms or conditions for the contract.				
10	MWBE Participation: Respondents that meet or exceed <b>both</b> MBE and WBE Goals will be awarded ten (10) evaluation points or Respondents that meet or exceed only <b>one</b> of the M/WBE Goals will be awarded five (5) evaluation points.				
	<b>Average Total Score (rounded to nearest whole number)</b>				

**End of Request for Proposal**

# **Attachment A**

## **CITY OF GREENSBORO**

### **Specific Duties & Responsibilities of the Contractor**

The specific items, duties and responsibilities of the Contractor shall include but not be limited to the following:

#### **A. Contractor Work Responsibilities:**

The work shall be performed by the use of an automated vacuum dredging equipment and high solids centrifuge.

1. The Contractor is allowed to connect to existing power at the facility. Note that the site has one (1) 480 volt, 400 amp service panel available for use.
2. The Contractor shall have a NC licensed electrician to connect their equipment to the existing power equipment including but not limited to; supplying all wiring, breakers, panels, etc.; making the terminations; and dismantling the equipment at the conclusion of the project. Any damages that occur to the existing electrical panels or any of its components shall be the responsibility of the Contractor to replace.
3. The Contractor is allowed to connect to existing water at the facility. The Contractor is responsible for providing all connections, hoses, assemblies and accessories necessary to convey water from the nearest hydrant. The Contractor shall furnish and install a City of Greensboro approved RPZ backflow prevention device while being connected to any hydrant.
4. The Contractor shall be responsible for grading the areas necessary to provide a level site for their equipment. All stone required to construct equipment pads is considered incidental to the mobilization of the project.
5. The Contractor shall be responsible for providing all required fuel for their equipment. However, the Contractor is responsible for preventing and cleaning up any fuel, oil and/or fluid spillage from any equipment on-site, including any cleanup expenses and/or damages that may occur. Spill containment mats shall be provided for all dewatering equipment.
6. The sludge pump shall be equipped to meter the amount of wet sludge removed from the lagoons.
7. The Contractor is responsible for providing all connections, hoses, assemblies and accessories necessary to convey the liquid sludge from the lagoons to the sludge tank, and then returning the dewatering residuals back into the lagoons.

8. The Contractor is allowed to connect onto the above ground 8” camlock fittings installed on the 8” DI suction / discharge piping running from the lagoons to the dewatering equipment staging area.
9. The Contractor is responsible for providing the Hydraulic Dredge, accessories, and pipe/hose to provide not less than 400-gpm at the Frac Tank.
10. The Contractor is responsible for providing a minimum 18,000-gallon Frac Tank for temporary sludge holding with an isolation valve and the capability to mix the residuals.
11. The Contractor is responsible for providing a temporary containment area consisting of a steel plate floor with concrete stacking blocks enclosing the area to contain dewatered cake solids from the dewatering equipment. Any other pre-approved alternative methods of collecting and containing discrete piles of dewatered cake as it comes off the dewatering equipment may be allowed per the Owners approval and discretion.
12. The Contractor is responsible for providing all equipment for onsite handling of cake solids.
13. The Contractor is responsible for providing sufficient personnel and equipment, including items not explicitly stated herein, as necessary to support the collection of feed sludge to the dewatering units, and the collection, removal, disposal of cake solids.
14. Any hoses and/or electrical cables that cross roads or driveways are required to have traffic rated load bearing ramps installed to sufficiently protect said hose or cable.
15. The Contractor is responsible for removal and proper disposal of all dewatered cake solids produced from the dewatering equipment throughout the contract.
16. The cake solids shall be transported within a container to be supplied by the Contractor. Watertight dump bodies/trailers in accordance with NCDOT regulations are preferred for hauling dewatered cake solids to the final disposal area. Roll-off containers will **NOT** be allowed for hauling. The material shall be removed by the Contractor, hauled to a regulatory approved designated disposal area and properly disposed of.
17. Any spillage of cake solids occurring from dewatering or transporting operations shall be the **total responsibility** of the contractor for the cleanup, including cleanup expenses and/or any damages that may occur as a result of, as this work is considered incidental to the project.
18. The Contractor may stockpile cake solids on-site at the water plant within the concrete lined drying bed to permit disposal during the landfill’s normal operating hours. The Contractor may stockpile the cake solids for up to five (5) consecutive calendar days. If the Contractor should decide to stockpile cake solids on-site, sufficient containment shall be used to keep the stockpile contamination away from any soils and/or drains.

19. The Contractor shall furnish and install any tarps as necessary to completely cover any stockpiled cake solids prior and throughout a rain event. It shall remain the Contractor's responsibility to maintain the stockpile area throughout the contract duration and clean the area before exiting the job as a part of site restoration. This on-site stockpiling requirement shall be acknowledged in the proposal. The costs of the tarps shall be considered incidental to the project.
20. The Contractor shall coordinate (in advance) the % dryness lab samples (obtained from each truck load) and collection times with **availability of the Townsend WTP Lab Supervisor and staff. The City's lab test results are final and those of which payment will be based from.**
21. The Contractor's operations shall not impede and/or interfere with the Owners ability to meet all requirements of the NCDENR and the National Pollution Discharge Elimination System (NPDES) general permit and regulations. The Contractor shall be required to cease operations immediately upon notice from the City in order to maintain or be below compliance limits during the contract duration. **Any equipment or personnel downtime or associated production loss costs resulting from ceasing operations shall be considered incidental to the project.**
22. The Contractor shall furnish the necessary equipment required to clean around plant discharge piping areas and sides of the lagoons. These areas have accumulated excessive amounts of sludge residuals, which need to be removed. The Contractor shall place a priority in cleaning around these portions of the lagoons.
23. Contractor shall furnish any centrate needs to meet City quality standards and shall pump centrate to locations on the plant site designated by the City.
  - i. Some or all of the centrate may be routed to the lagoon having the sludge removal and some or all of the centrate may be routed to the sewer.
  - ii. Centrate quality will be sampled by the City at the City's convenience and shall not exceed 400 mg/L max total suspended solids (TSS) for the weekly average. The City will collect random samples at least 2 days per week. No water can be added to the centrate.
  - iii. Contractor shall include a mixed day tank (minimum 24 hours holding time) for the centrate with hatch for City access for sampling. City staff may do grab or composite sampling at their discretion.
  - iv. If the suspended solids limit is exceeded, Contractor shall halt work until they can get the TSS under 400 mg/L. When the work resumes, the Contractor shall adjust operations and/or provide concentrate treatment to stay below the 400 mg/L weekly average TSS limit. If centrate treatment is required to meet the 400 mg/L weekly average TSS limit, contractor is to provide it at no additional cost.
  - v. Discharge to lagoon shall be to the lagoon in service so as to not accumulate to problematic concentrations



- vi. TSS percent capture shall average at least 95%. Contractor shall allow and assist City representatives to collect feed and centrate samples when requested by the City (randomly at least 2 times per week).
- vii. Polymer dosage shall not exceed 40 pounds per ton of dry solids for the weekly average
- viii. Contractor shall report any spills to City the same day as occurrence and no waste or excess polymer shall be discharged to the lagoon or otherwise on site.

**B. Contractor Qualifications and Expectations:**

The Contractor can only perform work during the normal water plant operating hours, Monday through Friday 8am to 5pm. The Contractor must also observe the city holiday schedule.

The Contractor must be registered and licensed to perform work within the state of North Carolina.

The Contractor shall remain in compliance with any federal, state or local rules and regulations throughout the contract duration.

The Contractor must provide evidence of valid documentation pertaining to any licensing, permits, agreements, and insurance as required to fulfill the contract duties within this proposal for compliance to the Owner during the contract duration.

The Contractor shall maintain a clean and orderly site throughout the contract duration. Any city facilities and/or equipment shall be restored or replaced back to an equal or greater than condition, prior to the start of the contract. The Contractor is encouraged to take pre-construction photographs and/or videotape documenting the pre-construction conditions of the project site. Replacement of stone within any access drives / staging areas will be required as a part of site restoration at the Owners discretion. **A minimum of 4 tandem loads of ABC stone shall be delivered and spread throughout the access drives / staging areas will be required to as a part of site restoration.** Any other areas shall be seeded and mulched as required to prevent erosion of the site. Any paved drives and/or streets shall be monitored and immediately cleaned if dirty as a result of transport activities. The City Project Manager and Contractor shall meet at the conclusion of site restoration for approval of work completed before final invoicing for payment will be submitted. Any costs for site restoration is considered incidental to the project.

Specify the intended and permitted landfill and/or land application area for the dewatered sludge. The Contractor shall pay for all permits, hauling and landfill tipping fees. Payment will be made **only** based on the recorded weights from a certified scale house. The Contractor shall supply **all** copies of the tipping tickets, acceptance of dewatered sludge and chain of custody documentation for final disposal to the City.

### **C. Contractor Safety and Security Requirements:**

The Lake Townsend WTP operates an active safety program. The selected contractor will be expected to comply with all applicable state and federal worker safety laws and regulations. The Contractor shall stop and address any safety problems identified by the Owner ASAP. Failure for the Contractor to properly address any safety concerns identified by the Owner will result in stopping of all work activities until the situation has been fully resolved upon inspection and approval by the City Safety Engineer.

Contractor shall provide the following, two weeks prior to initiating work on the project:

1. List of all personnel who will work on-site at the Lake Townsend WTP site. The list shall include the full name and address for each person assigned to the project.
2. The Contractor shall provide a written certification that he has conducted a background check on each of the personnel assigned to the project in order to verify that they have no criminal record, have no outstanding warrants against them, and have the legal right to work in the United States.
3. The Contractor shall provide evidence of a work safety program to the Owner.
4. The Contractor must provide current safety training certifications held by each employee working on the job site.
5. Maintain a detailed daily log identifying who worked on site each day.
6. Contractor employees are required to have visible name tags while on site.
7. Provide one responsible Superintendent at all times work is being performed.  
Note: The Superintendent must be bi-lingual if any workers are not proficient in English.
8. Provide an emergency 24-hour phone number for the Contractor's Superintendent.
9. All Contractor personnel shall sign in and out each time they enter or leave the plant site. The sign in and out procedures shall be reviewed prior to mobilization.
10. Contractor's Superintendent will maintain the access code for opening the security gates at the Townsend Plant.
11. Contractor shall maintain copies of all permits, MSDS sheets, phone numbers, and emergency contact information posted on a 4'x4' sign at the site.

**\*The City is not responsible for any theft or damages incurred to any Contractor equipment throughout the contract duration.**

**D. Basis of Payment & Method of Measurement for Compensation:**

Mobilization

- Basis of Payment

Only one (1) **Mobilization** payment shall be made based on the contracted amount per fiscal year over the course of the contract.

Dewatering, Removal & Disposal Services of Ferric Sludge

- Method of Measurement

The quantity of ferric sludge for which payment shall be issued is the actual number of tons of **dry** sludge (18% or better) removed from the sludge basin. This dry amount shall be determined in accordance with the following procedure.

The City shall pay based on the original landfill weigh-in tickets as submitted by the Contractor in conjunction with the % dryness established by lab staff for each truck load sample. If the original weigh ticket is not submitted with payment, then payment will not be made for that corresponding load. The quantity of dry sludge hauled off will be determined from the following formula:

$$W_s = W_t (\%CD)$$

Where:         $W_s$     =    Weight of dry sludge (*Calculated, payment based on*)  
                   $W_t$     =    Weight of wet sludge, (*Per landfill ticket*)  
                   $\%CD$  =    % Cake Dryness (*Per Truck*)

- Basis of Payment

The contract for ferric sludge removal is per unit price and the monies approved shall be expensed up to 100% for the next three (3) months. The quantity of sludge removal paid for, measured as described above, shall be paid for at the contract unit price per dry ton for **"Removal and Disposal of Ferric Sludge"**.

The contract for ferric sludge removal is set for a specified not to exceed amount of ferric sludge dry tonnage to be removed and disposed of. Any additional tonnage above the contracted amount shall be considered incidental to the project and at the Contractors expense, unless the City of Greensboro Project Manager granted prior approval in writing to accept the additional tonnage and establish a new upper limit of dry tonnage to be removed and disposed of.

**Special Instructions  
to Bidders Regarding  
Compliance with  
The City of Greensboro  
Minority and Women Business  
Enterprise (M/WBE) Program**

**M/WBE Program**



**Greensboro City Council  
Melvin Municipal Office Building  
Greensboro, North Carolina 27402**

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<b>Forms – Attached Affidavits</b>		
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## I. STATEMENT OF POLICY

It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of age, color, sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.

## COMMERCIAL NONDISCRIMINATION POLICY

"The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide such information as may be requested by the City related to the issue of possible discrimination by the Respondent in subcontracting. The information may include, but is not limited to, an explanation for the rejection of an M/WBE bid or quote and the Respondent's records with respect to M/WBE participation on other contracts awarded to the Respondent in the past 4 years; and a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A. 1.

## II. DEFINITIONS

**Affiliate** – Two entities are affiliates of one another when: (a) one controls or has the power to control the other, (b) a third party controls or has the power to control both, or (c) there is a significant relationship between the two entities based on common ownership, management or employees, shared equipment, assets, or facilities, physical proximity, percentage of revenue derived from the other entity, or loans, leases, contributions, and contracts.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of Greensboro contracts is established each year for Construction, Professional Services, Goods and Other Services contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Diversity Management (“DMS”) system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contractor subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

**Bidder / Participant** – Any person, firm, company, partnership, corporation, association, or joint venture seeking to be awarded a contract or subcontract on a project that is at least partially funded or supported in a pecuniary fashion by the City.

**Certification** – the process by which the M/WBE Office determines a firm to be a bona-fide minority-, or women-owned business enterprise. For purposes of Certification, the City accepts any firm that is certified by the State of North Carolina Secretary of Administration, local government entities, and other organizations identified herein that have been determined by the City Manager or his designee to have adopted Certification standards and procedures similar to those followed by the M/WBE Program, provided the prospective firm satisfies the eligibility requirements set forth in this Program Plan in Sections IV and VII. K.

**City** – refers to the City of Greensboro, NC.

**Commercially Useful Function** – an M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material



itself. To determine whether an M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful M/WBE participation, when in similar transactions in which M/WBE firms do not participate, there is no such role performed.

**Diversity Management System (DMS)** – a mandatory electronic system wherein the City requires all Prime and Subcontractors that are awarded contracts by the City to register online on the City website. The DMS system assigns a unique identifier to each registrant that is then required for the purpose of submitting invoices, and for receiving payments from the City. The DMS-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that is valued at \$30,000 or greater, and that requires formal advertisement in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive, or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Good Faith Efforts** – Actions taken by Bidders and Participants to show that they actively and aggressively sought to achieve the applicable M/WBE project goal(s).

**Individual** – an adult person that is of legal majority age.

**Informal Solicitations** – solicitations for contracts that are less than \$30,000 in value, and do not require Formal Solicitations.

**Manufacturer** - a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

**Minority/Women Business Enterprise (M/WBE)** – any firm that is certified as either a **Minority Business Enterprise** or as a **Women Business Enterprise**, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more of the identified Minority Group Members and/or women as indicated herein by Industry Category, and that is ready, willing and able to sell goods or services that are purchased by the City of Greensboro:

The categories of Minority Group Members and/or women that are eligible for certification as owning, managing, and controlling M/WBEs by Industry Categories are narrowly tailored based upon Disparity Study Update results as follows:

**Construction Prime Contracting:** African-Americans, Hispanic-Americans, Asian-Americans, Native Americans and non-Minority females

**Construction Subcontracting:** African-Americans, Hispanic-Americans, Asian-Americans, Native Americans, and Non-Minority females

**M/WBE Program** – the combination of race- and gender-neutral and race- and gender-conscious remedies, policies, procurement reforms, and Program Elements that are provided herein for the purpose of enhancing the ability of M/WBE firms to fairly compete for City contract opportunities, and for the purpose of establishing a broader marketplace environment that is less susceptible to the ongoing effects of discrimination.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified as eligible to participate in, and benefit from, the application of the City’s race- or gender-conscious M/WBE Program Elements.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the **Significant Business Presence** requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Program Plan is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Asian Americans, Hispanic Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands regardless of race.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes of North America as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues a solicitation, or for which a solicitation is issued on behalf of, for its purchase of goods or services.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for the degree of M/WBE participation of a Respondent team as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of Greensboro for purposes of providing goods or services for the City.

**Program Elements** – Refers to various race- and gender-neutral and race- and gender-conscious M/WBE Program tools and incentives that are used to encourage greater Prime and subcontract participation by M/WBE firms, including, but not limited to, bonding assistance, evaluation preferences, subcontracting goal(s) and joint venture incentives.

**Regular Dealer** - a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**Relevant Marketplace** –the geographic market area for application of the M/WBE Program, as determined for purposes of collecting data for the Griffin & Strong disparity study (and for determining eligibility for participation under various Program Elements established by this Program Plan) is defined as the North Central North Carolina counties, currently including the counties of Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

**Respondent** – a vendor or Bidder/Participant submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with M/WBE Program requirements.

**Significant Business Presence** – to qualify for this Program, an M/WBE firm must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the counties that

make up the Greensboro Marketplace, and from which at least 25% of its total full-time, part-time and contract employees are regularly based, and from which a substantial role in the M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A subcontractor may be either a first, second, or third-tier subcontractor. A first-tier subcontractor provides good or services directly to the Prime Contractor. A second-tier contractor is hired by a first-tier subcontractor within the same contract or purchase order to provide a portion of the good and/or services the first-tier subcontractor is obligated to provide under its subcontract to the Prime contractor. A third-tier subcontractor is hired by the second-tier subcontractor within the same contract or purchase order to provide a portion of the goods and/or services it is obligated to provide under its subcontract with the first-tier subcontractor. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to contract execution by the City and issuance of a Notice to Proceed.

**Utilization Documentation** – a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the M/WBE Certification category for each, as approved by the M/WBE Office. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of M/WBE Subcontractors require an amendment to be approved by the M/WBE Facilitator or designee.

**Women Business Enterprises (WBE)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Program Plan as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority female Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Program Plan is not inclusive of MBEs.

### III. PROGRAM COMPLIANCE RESPONSIBILITIES

Responsibility for M/WBE Program Plan Compliance is shared as follows:

#### **M/WBE Program**

The M/WBE Coordinator or designee has primary responsibility for undertaking investigations to ensure that Originating Departments and City vendors are complying with the provisions of this Program Plan. In the event of non-compliance, the M/WBE Coordinator or designee recommends the imposition of appropriate penalties and sanctions. In addition, the M/WBE Coordinator or designee has authority for general oversight and management of the Goal Setting Committee process, certification, graduation, Good Faith Efforts and waiver evaluations, and reporting requirements.

#### **Vendor Responsibilities**

To facilitate the M/WBE Office completing its responsibilities in administering M/WBE Program Elements, a vendor shall:

- (a) Permit the M/WBE Office to inspect any relevant matter, including records and the jobsite, and to interview Subcontractors and workers (field compliance).
- (b) If performing a City Construction contract, ensure that all Subcontractors are paid any undisputed amount to which the Subcontractor is entitled within 10 calendar days of receiving a progress or final payment from the City and otherwise comply with City's contract terms and conditions which sets forth the obligations of the Prime Contractor and Subcontractors and the remedies for delinquency or nonpayment of undisputed amounts.
- (c) Notify the City in writing of any changes to their utilization and/or subcontracting plan. All changes (substitution and/or termination) must be approved in advance and in writing by the M/WBE Office.
- (d) Amendment for unforeseen circumstances: If at any time after submission of a solicitation response and before execution of a contract, the apparent successful Respondent determines that a certified M/WBE listed on the participation schedule has become or will become unavailable, then the apparent successful Respondent shall immediately notify the M/WBE Office. Any desired change in the M/WBE participation schedule shall be approved in advance by the M/WBE Office and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the M/WBE Office.
- (e) Notify the Originating Department and M/WBE Office of transfer or assignment of contract with the City.

(f) Retain record of all Subcontractor payments for a minimum of four years following project termination date.

(g) Provide a copy of the binding agreement between the Prime Contractor and the Subcontractor to the Originating Department prior to contract execution by the City and issuance of a Notice to Proceed.

(h) Report payments to subcontractors on a monthly basis in the City's Diversity Management System (DMS).

(i) Include language in contracts with all subcontractors requiring the subcontractors to respond to notifications from the City requiring them to report payments from the contractor in the City's Diversity Management System (DMS).

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IV. M/WBE PARTICIPATION REQUIREMENTS

\*\*\*\*\*

Contract # 20XX-XXX

(Insert Applicable M/WBE Subcontracting Requirements)

Minority Business Enterprise (MBE) ..... 3.60%

Women Business Enterprise (WBE) ..... 6.60%

To be counted for M/WBE participation, M/WBE firms must be certified as an MBE or WBE at the time of the bid opening by the North Carolina Department of Administration or the North Carolina Department of Transportation and must have a significant business presence within the North Central North Carolina counties, currently including the counties of Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin. Refer to the definition of a Minority/Women Business Enterprise (M/WBE) on page MWBE-6.

The following Minority Group Members and/or Women: African-American, Asian American, Hispanic Americans, Native American and non-Minority females are eligible to be counted towards the Bidder/Participant’s M/WBE Goal(s).

At the time of the bid opening, the Bidder/Participant shall submit:

- o If the Bidder/Participant obtains sufficient M/WBE participation to meet or exceed the M/WBE contract Goals, the Bidder/Participant shall place the following documents in its Good Faith Efforts envelope:

Affidavit C, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors; and Affidavit F, Statement of Subcontract Opportunities Offered

In addition to Affidavits C and F, the Bidder may submit the Good Faith Efforts Affidavits and supporting documentation that are required of Bidder/Participants who do not meet the M/WBE subcontracting Goal(s) in subsection C(2) below, but the Bidder/Participant is not required to do so. If, however, one or more of the M/WBE contractors listed in Affidavit C is disqualified or the M/WBE utilization percentages are reduced for any reason and the participation by the remaining M/WBE contractors fails to meet the M/WBE contract Goals, the Bidder/Participant’s bid will be rejected as non-responsive if the Bidder/Participant does not include its Good Faith Efforts Affidavits and documentation with its bid. No additional time will be given for the Bidder/Participant to submit this information if it is not included with its bid.

- o If the Bidder/Participant does not obtain sufficient M/WBE participation to meet or exceed the M/WBE contract Goals, the Bidder/Participant should put the following documents in its Good Faith Efforts envelope as well as any supporting documentation:

Affidavit A, Listing Of Good Faith Efforts – Subcontracting & Supplies; Affidavit B, M/WBE Program Certification Of Good Faith Efforts; Affidavit C, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors; Affidavit F, Statement Of Subcontract Opportunities Offered.



## V. PRE-BID CONFERENCE

The City or designated contractor may hold a pre-bid conference for all prospective Bidders and M/WBE firms for the purpose of explaining the provisions and applications of this program and answering questions regarding the process for bidding and the contract to be performed. Data on M/WBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective Bidders, contractors, and subcontractors from the MWBE Office through the host Department.

## VI. CALCULATION OF M/WBE PARTICIPATION IN CONTRACTS AWARDED

- a. Once a firm is determined to be an eligible M/WBE in accordance with the M/WBE plan, the total value of the contract awarded to the M/WBE is counted as participation. The total dollar value of participation by a certified M/WBE will be based upon the value of work actually performed by the M/WBE and the actual payments to M/WBE firms by the Contractor.
- b. The City will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the overall goal(s).
- c. Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the M/WBE will be presumed not to be performing a Commercially Useful function. The M/WBE may present evidence to rebut this presumption to the City.
- d. When an M/WBE performs as a participant in a joint venture, the City will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces toward M/WBE goals.
- e. The City may count as its MWBE participation only expenditures to M/WBE firms that perform a Commercially Useful function in the work of a contract.
- f. If an M/WBE does not perform or exercise responsibility for at least 49 percent of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that it is not performing a commercially useful function.
- g. Use the following factors in determining whether an M/WBE trucking company is performing a commercially useful function:
  - i) The M/WBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the goals.
  - ii) The M/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - iii) The M/WBE may lease trucks from another M/WBE firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives credit for the total value of the transportation services the lessee M/WBE provides on the contract.

iv) Participation by non-M/WBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. Leased trucks must display the name and identification number of the M/WBE firm.

h. Use the following factors in determining whether an M/WBE for materials or supplies is performing a commercially useful function:

i) If the materials or supplies are obtained from an M/WBE manufacturer, count 100 percent of the cost of the materials or supplies toward M/WBE goals.

ii) If the materials or supplies are purchased from an M/WBE regular dealer, count 60 percent of the cost of the materials or supplies toward M/WBE goals.

iii. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

## **VII. PROCEDURES TO ENSURE THAT PRIME CONTRACTORS MAKE GOOD FAITH EFFORTS TO PROVIDE EQUAL OPPORTUNITY TO M/WBE FIRMS IN CITY CONSTRUCTION PROGRAMS**

- A.** Prime Contractors are required to make Good Faith Efforts to provide equal opportunities to M/WBE firms in City construction contracts. On construction contracts that have M/WBE weighted contract-specific subcontracting goal(s), the following bidding procedures will be used.
1. Requests for a reduction or waiver of the M/WBE subcontracting goal(s) must be submitted by the Bidder / Participant to the M/WBE Coordinator no later than the bid due date, and that such waiver requests must also be accompanied by the submission of documentation of its Good Faith Efforts no later than the bid due date.
  2. As part of the response, a Bidder / Participants shall submit a formal waiver request form that shall be placed in a separate sealed envelope plainly marked ("Good Faith Efforts - Waiver Request") and labeled on the outside to include the bid solicitation number, the bidder's name, return address, and telephone number.
  3. The technical and price portion of the Bidder / Participants bid shall be placed in a second sealed envelope that is plainly marked (Technical Bid and Cost Proposal), with the outside of the envelope labeled with the bid solicitation number, the name of the bidder, the bidder's return address, and phone number.
  4. At the bid opening for projects using the non-bifurcated bid process, the Originating department will review proposals to determine whether they are responsive (i.e., whether all addenda are acknowledged, all M/WBE Affidavits are received and all bid line items accurately completed). The lowest bid, as determined by the price and the bid specifications concerning selection of alternates, shall be the Apparent Low Bidder.

5. Next, the Originating Department and the M/WBE Office will review the M/WBE Documentation to determine whether the Apparent Low Bidder is able to satisfy the M/WBE subcontracting Goal(s).
6. If the M/WBE Office determines that the Apparent Low Bidder has met the M/WBE subcontracting goal(s) or made sufficient Good Faith Efforts to meet the M/WBE subcontracting goal(s), the Apparent Low Bidder shall be awarded the contract as the lowest, responsible, responsive bidder.
7. If the M/WBE Office determines that the Apparent Low Bidder has not met the M/WBE subcontracting goal(s) and did not make sufficient Good Faith Efforts to meet the M/WBE subcontracting goal(s), the M/WBE Office shall instruct the Originating Department to reject the bid as non-responsive.
8. Bidder/Participants may appeal a decision of the M/WBE Office that the Bidder/Participant did not make sufficient Good Faith Efforts under the M/WBE Program to the City Manager or his designee.
10. If the decision of the M/WBE Office is reversed, the City Manager shall issue its written findings to the Bidder and the M/WBE Office. The lowest responsible, responsive Bidder shall be recommended for award of the contract.
9. If the decision of the M/WBE Office is affirmed after all appeals, if any, by the Apparent Low Bidder, the Originating Department may request a Good Faith Efforts review for the next Low Bidder or the Originating Department may rebid the contract.
10. On projects using the bifurcated bid process, no technical bid-cost proposal envelopes shall be opened until the M/WBE Coordinator or designee has first reviewed all waiver requests and made a final determination either granting or denying the waiver requests.
11. If any waiver request is granted, then the M/WBE Coordinator or designee shall instruct the Originating Department to amend the bid solicitation by modifying or waiving the Program Element M/WBE participation requirements accordingly for all prospective Bidder/Participants.
12. In the event no requested waivers are granted by the M/WBE Coordinator or designee, the technical bids and cost proposals submitted by any Bidder /Participants whose Good Faith Effort – Waiver Request envelopes fail to demonstrate compliance with the M/WBE participation requirements shall be rejected as non-responsive and shall returned unopened to the Bidder/Participants.
13. All sealed technical bid – cost proposals from Bidder / Participants that have been found to be in compliance with Program Element M/WBE participation requirements shall then be opened and evaluated for purposes of award.

14. Bidder/Participants may appeal a decision of the M/WBE Coordinator that the Bidder/Participant did not demonstrate compliance with the M/WBE participation requirements to the City Manager or designee.
15. If the decision of the M/WBE Office is affirmed after all appeals, if any, by the Apparent Low Bidder, the City Manager shall issue its written findings to the Bidder and the M/WBE Office. The sealed technical bid-cost Proposal shall be rejected as non-responsive and shall be returned unopened to the Bidder/Participant.
16. If the decision of the M/WBE Office is reversed, the City Manager shall issue its written findings to the Bidder and the M/WBE Office. The M/WBE Coordinator or designee shall notify the Originating Department of the reversal. All bid – cost proposals from Bidder / Participants whose Good Faith Effort Waiver request envelopes demonstrate compliance with the M/WBE participation requirements shall then be opened and evaluated for purposes of award.

**B. Good Faith Efforts- In General**

On projects without contract-specific goal(s), the Bidder/Participant should make every reasonable effort to solicit M/WBE vendors whenever they are a potential source for goods and services necessary to perform the contract. For construction projects with M/WBE contract Goal(s), in the absence of a waiver granted by the M/WBE Office, Bidder/Participants must actively and aggressively seek to provide equal opportunity to certified M/WBE firms within the City's relevant marketplace and listed in the directory of the North Carolina Department of Administration and/or the North Carolina Department of Transportation to participate in subcontracting and significant material supplier opportunities available under the prime contract. Bidder/Participants shall solicit subcontractor bids and material quotes from individual certified M/WBE firms listed in the above-mentioned directory having their principal place of business or a significant business presence in the City's relevant marketplace. The Bidder/Participant shall solicit bids and quotes from these M/WBE firms to perform subcontracts for a Commercially Useful Function on behalf of the Bidder/Participant.

**C. Good Faith Efforts Envelope-**

The documents that are required to be submitted in the Good Faith Efforts envelope will depend upon whether the Bidder/Participant met the M/WBE contract Goal(s) or did not meet the M/WBE contract Goal(s).

1. If the Bidder/Participant obtains sufficient M/WBE participation to meet or exceed the M/WBE contract Goal(s), the Bidder/Participant shall place the following documents in its Good Faith Efforts envelope:

- a. Affidavit C, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors). If a Bidder/Participant chooses to subcontract any

portion of the contract with M/WBE firms and/or non-M/WBE firms, the Bidder/Participant shall provide Affidavit C **with the bid**.

b. Affidavit F, Statement Of Subcontract Opportunities Offered

c. In addition to Affidavits C and F, the Bidder/Participant may submit the Good Faith Efforts Affidavits and supporting documentation that are required of Bidder/Participants who do not meet the M/WBE subcontracting Goal(s) in subsection C(2) below, ***but the Bidder/Participant is not required to do so. If, however, one or more of the M/WBE contractors listed in Affidavit C is disqualified or the utilization percentage is reduced for any reason and the participation by the remaining M/WBE contractors fails to meet the M/WBE contract Goal(s), the Bidder/Participant's bid will be rejected as non-responsive if the Bidder/Participant does not include its Good Faith Efforts Affidavits and documentation with its bid.*** No additional time will be given for the Bidder/Participant to submit this information if it is not included with its bid.

2. If the Bidder/Participant ***does not*** obtain sufficient M/WBE participation to meet or exceed the M/WBE subcontracting Goal(s), the Bidder/Participant should put the following documents in its Good Faith Efforts envelope as well as any supporting documentation:

a. Affidavit A, Listing Of Good Faith Efforts – Subcontracting & Supplies;

b. Affidavit B, M/WBE Program Certification Of Good Faith Efforts;

c. Affidavit C, Subcontractor Utilization Commitment (M/WBE and Non-M/WBE Subcontractors); and

d. Affidavit F, Statement Of Subcontract Opportunities Offered.

***or if applicable***

e. Affidavit E, Statement Of Intent to Perform Work Without Subcontracting (refer to Section VIII (B) for more information about Affidavit E).

3. Any M/WBE firm that is listed on Affidavit C that is not a certified M/WBE within the City's Marketplace **will not** be counted towards the M/WBE contract Goal(s). If the percentage of participation of the remaining certified M/WBE firms on a Bidder/Participant's Affidavit C is less than the City's M/WBE contract goal(s) or if the M/WBE firm is not performing a commercially useful function, the Bidder/Participant's Good Faith Efforts documentation that was included in the Good Faith Efforts envelope will be reviewed to determine whether it made sufficient Good Faith Efforts to be considered as a responsive bidder. No additional time will be given to the Bidder/Participant to submit its Good Faith Efforts documentation if it is not included with its bid.

**D. Technical Bid-Cost Proposal Envelope-** The Technical Bid-Cost Proposal envelope shall contain the documents that contain the bid price or the total cost to perform the work in the bid specifications.

**E. Affidavit B- M/WBE Program Certification of Good Faith Efforts-**

Bidders/Participants that fail to meet one or more of the M/WBE contract Goal(s) must earn a **minimum of 50 Points** from the Good Faith Effort categories listed below. The minimum Good Faith Efforts Points will be calculated, independently, for each MBE or WBE subcontracting goal that was not met.

For instance, if a Bidder/Participant failed to meet both the MBE Goal and the WBE Goal that were set, the Bidder/Participant would have to earn at least 50 points from the list below with respect to MBEs, and at least 50 points with respect to WBEs. In deciding whether to award points in a Good Faith Efforts category, the City will assess whether the efforts employed by the Bidder/Participant are those that a prime contractor would reasonably be expected to take if they were actively and aggressively trying to meet each M/WBE Goal(s) established for the Contract. **All actions necessary to earn the required GFE Points must be undertaken prior to Bid Opening.**

This assessment will be made on a case by case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient.

In awarding points for Good Faith Efforts, the City may also take into account: (1) the Bidder's/Participant's past performance in meeting MWBE and goals; and (2) the performance of other Bidder/Participants in meeting the established M/WBE Goals. For example, when a Bidder/Participant fails to meet a MBE contract Goal, but other Bidders/Participants meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, a Bidder/Participant could have met the goal. The Good Faith Efforts categories that will be considered are described below:

**Contacts (10 Points)**

The Bidder/Participant must contact M/WBEs in a manner reasonably calculated to meet each M/WBE Contract Goal established for the Contract.

Factors considered may include but are not limited to:

1. The number of available M/WBEs and the M/WBEs contacted;
2. Whether the Bidder/Participant directed its contacts to all M/WBEs listed as performing scopes of work sufficient to meet each Subcontracting Goal;
3. Whether the contacts were made at least 10 Days before Bid Opening;
4. How the contacts were made and whether they were documented in a verifiable way (and in compliance with any forms provided by the City);

5. Whether the substance of the Bidder/Participant's solicitation was reasonably sufficient to generate a response from M/WBEs;
6. Whether the Bidder/Participant promptly and adequately responded to inquiries received from M/WBEs; and
7. Whether the Bidder/Participant made follow up telephone contact with M/WBEs that did not respond to the Bidder's/Participant's initial contact.

**Making Plans Available (10 Points)**

To receive credit for this Good Faith Effort, the Bidder/Participant must:

1. Make "Project Documents" (as defined below) available for inspection by M/WBES at least 10 Days before Bid Opening; and
2. Notify the M/WBES contacted of the way in which Project Documents will be made available. The ways a Bidder/Participant may make Project Documents available include:
  - (a) Providing a telephone number or email address for M/WBES requesting copies of the Project Documents via email, fax, regular mail or other means of document transfer; or
  - (b) Providing an address within the City of Greensboro where MWBES can have physical access to review the Project Documents at no cost; or
  - (c) Posting the Project Documents on a website that M/WBES can access at no cost.
3. As used herein, Project Documents means any project descriptions, construction plans, specifications or requirements that are necessary for M/WBES to bid on the project.

\*\*A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE, and only if it responds promptly to any requests made for access to the Project Documents.

Some plans and designs for City buildings and infrastructure may be restricted from disclosure under federal Homeland Security laws. If the City Solicitation Documents indicate that the Project Documents are restricted from disclosure, the Bidder/Participant shall comply with the City's instructions in making such documents available for review. For example, the City Solicitation Documents may require that M/WBES sign a confidentiality agreement in a form approved by the City as a condition to disclosure.

**Breaking Down Work (15 Points)**

The Bidder/Participant must demonstrate to the City's satisfaction that it broke down or combined elements of work into economically feasible units to facilitate M/WBE participation. In awarding points the City will consider:

1. The number and dollar value of the scopes of work the Bidder/Participant listed for M/WBE participation;
2. Whether those scopes would be sufficient to meet the Subcontracting Goals and how

- the Bidder/Participant notified MWBEs of its willingness to break down the work into such units;
3. Whether the Bidder/Participant evaluated all work items to determine if there were 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontract opportunities available;
  4. Whether the Bidder/Participant solicited certified M/WBEs available to provide the 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontract opportunities;
  5. Whether the Bidder/Participant included certified M/WBEs in the solicitation of all work items that will not be performed by the Bidder/Participant.

\*\*A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE.

### **Working With the City's M/WBE Office (10 Points)**

The Bidder/Participant must document that it worked with an M/WBE Assistance Organization to provide assistance in recruiting M/WBE firms to meet the M/WBE goals. The Bidder/Participant will only receive credit for this GFE if it worked with the City of Greensboro M/WBE Office. Request for assistance must be submitted a minimum of 3 days prior to the bid opening. Points will not be awarded for 1) receiving an M/WBE listing and 2) requesting assistance prior to the follow up phone calls being made.

### **Attendance at Pre-Bid (10 Points)**

To receive credit for this GFE, the Bidder/Participant must attend pre-bid meetings scheduled by the City for the contract in question.

### **Bonding or Insurance Assistance on Construction Contract (20 Points)**

The Bidder/Participant must assist an MWBE in getting required bonding or insurance coverage for the contract at issue or provide alternatives to bonding or insurance for M/WBEs. To satisfy this requirement, the Bidder/Participant must submit:

1. The name of the M/WBE;
2. The description of the assistance the Bidder/Participant provided;
3. The date the Bidder/Participant provided the assistance;
4. The name of a contact person with the MWBE who can verify that the Bidder/Participant provided the assistance;
5. Any additional information requested by the City's M/WBE Office. No credit will be given for assistance provided to an Affiliate of the Bidder/Participant.

In deciding whether to award points for this Good Faith Effort, the City will consider:

- (a) How significant and meaningful the assistance was;
- (b) How many M/WBEs it was offered to, and
- (c) What impact it likely had on the Bidder/Participant's efforts to recruit M/WBEs for the project;
- (d) No credit will be given for an affiliate of the bidder;



- (e) No credit will be given for assistance that is required by law.

### **Negotiating in Good Faith with MWBEs (15 Points)**

The Bidder/Participant must:

1. Demonstrate that it negotiated in good faith with interested M/WBEs (which means showing at least some back and forth negotiation between the Bidder/Participant and MWBEs);
2. Demonstrate that it did not reject any M/WBEs as unqualified without sound reasons based on their capabilities and document in writing the reasons for rejecting any M/WBEs for lack of qualification; The City will determine if the rejection is valid.
3. Documentation to be submitted with the bid included but is not limited to:
  - a. Copies of all subcontract quotes/responses received from each firm responding to the solicitation;
  - b. Letter detailing reasons for rejecting M/WBEs due to lack of qualifications;
  - c. For subcontracts where a minority firm is not considered the lowest responsible subcontractor, copies of quotes received from all firms submitting quotes for that particular scope of work;If a rejection is due to self-performance of a specified work area, you must submit your own estimate of the scope of work;
4. The Bidder/ Participant must not alter any dollar amounts and/or scopes of work. If a revision is required, a revised quote must be submitted;
5. All telephone quotes must be followed up with a hard quote;
6. All quotes must be received prior to bid opening.

### **Financial Assistance (25 Points)**

The Bidder/Participant must provide one of the following types of assistance to an M/WBE in connection with the Contract:

1. Assistance in obtaining equipment, a loan, capital, lines of credit, joint pay agreements or Guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or
2. Assistance in obtaining the same unit pricing with the Bidder's/ Participant's suppliers as the Bidder/ Participant.

To receive credit for this Good Faith Effort, Bidder/Participant must:

- (a) Include language in its solicitation letter and publication advertisement stating the Bidder's/ Participant's Financial Assistance Policy;
- (b) Submit the publication affidavit and a copy of the advertisement;
- (c) Document the description of the assistance the Bidder/ Participant provided;
- (d) Document the date the Bidder/ Participant provided the assistance;
- (e) Document the name of a contact person with the MWBE who can verify that the Bidder/ Participant provided the assistance.

- (f) No credit will be given for assistance provided to an Affiliate of the Bidder/ Participant. In deciding whether to award points for this Good Faith Effort, the City will consider how significant and meaningful the assistance was, how many M/WBEs it was offered to, and what impact it likely had on the Bidder's/Participant 's efforts to recruit M/WBEs for the project.

**Entering Into Joint Venture (20 Points)**

To receive credit for this Good Faith Effort, the Bidder/ Participant must demonstrate that it negotiated a Joint Venture or partnership arrangement with one or more MWBEs on the Contract.

To receive credit for this Good Faith Effort, a Bidder/ Participant must document:

- (a) The name of the MWBE;
- (b) A description of the Joint Venture or partnership;
- (c) Evidence of the date the MWBE entered into the agreement; and
- (d) The name of a contact person with the MWBE who can verify the terms of the agreement.

No credit will be given for a joint venture with an Affiliate of the Bidder/Participant.

**Quick Pay Agreements on the Construction Contract Up For Award (20 Points)**

For purposes of this Section, the term "Quick Pay Commitment" means a commitment to pay all M/WBEs participating in the Construction Contract within 20 Days after the Contractor confirms the MWBEs work has been properly completed and/or accepted by the City's Project Manager.

To receive credit for this GFE, Bidders/Participants must:

- (a) Provide the City with a copy of a policy containing the above referenced Quick Pay Commitment that the Bidder/Participant has adopted for the project and document that the Bidder/Participant informed each M/WBE about the Quick Pay Commitment as part of the Bidder's/Participant's M/WBE contacts; or
- (b) Document that prior to Bid Opening, the Bidder/Participant made a written Quick Pay Commitment to each MWBE that will participate in the Contract.

Including a statement in a Bid solicitation letter indicating that the Bidder/Participant *will consider* entering into quick pay agreements will not suffice. A Bidder/Participant may receive credit under this GFE only if it receives credit for the Contacts GFE.

\*\*A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE.

## **GFE Documentation**

To demonstrate GFE compliance, a Bidder/Participant shall complete such forms and provide such documentation as may be required by the City in the City's Solicitation Documents or is necessary to show that the Bidder/Participant met all of the requirements to receive the Good Faith Effort points it identifies on Affidavit B. The Bidder/Participant must submit Affidavit B and all Good Faith Effort Documentation no later than at the time of the bid.

## **Competitive and Responsive Bids**

Nothing in this plan is to be construed to require contractors to award subcontracts to, or make significant material purchases from M/WBEs who do not submit the lowest responsive sub-bid. In the event of failure of a contractor to utilize "Good Faith Efforts" as determined by the City, such contractor, shall be subject to rejection of the bid as being non-responsive with a recommendation that the contract be awarded to the next lowest responsive, responsible bidder.

## **VIII. REQUEST FOR WAIVERS OF M/WBE PROGRAM ELEMENTS**

An M/WBE Program Element is a tool or incentive used to encourage greater Prime and subcontract participation by M/WBE firms. Examples of M/WBE Program Elements are MWBE Weighted Contract-Specific Subcontracting Goals, M/WBE Mentor-Protégé, and Bonding Assistance. All M/WBE Program Elements are described in the M/WBE Plan on pages 24-43.

### **A. Waivers in General**

If a Bidder/Participant would like to be excused from complying with one or more of the M/WBE Program Elements selected for a contract, the Bidder/Participant may submit the attached Affidavit H, a Request for Waiver of Compliance with the M/WBE Program Element Participation Requirements, to the person or department issuing the bid documents ***at least three (3) days prior to the bid opening***. If the M/WBE Office determines that any Program Element waiver request is granted, then the M/WBE Office working with the Originating Department shall amend the bid solicitation by modifying or waiving the Program Element accordingly for all prospective bidders via the issuance of a project addendum. A Bidder/ Participant who has made Good Faith Efforts to meet the contract specific goal(s) would not submit Affidavit H. They would submit Affidavit A, B, and C.

### **B. Self-Performance**

If a Bidder/Participant would like to perform 100% of the work under a Contract with its own workforce, it must submit Affidavit E, Statement of Intent to Perform Work Without Subcontracting, in its Good Faith Efforts envelope with the bid. The Bidder/Participant will still be required to make Good Faith Efforts to provide equal opportunity to M/WBE firms to participate in significant material supplier opportunities under the prime contract.

Bidder/Participants who intend to self-perform on the project must also submit **with their bid**, Affidavit A, Affidavit of Good Faith Efforts – Subcontracting & Supplies.

*If the Bidder /Participant is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Bidder/Participant will not be performing all work under the Contract with its own workforce, the City may reject the Bidder's/Participant's Affidavit E and reject the bid as non-responsive.*

## **IX. PROGRAM COMPLIANCE AND SANCTIONS FOR FAILURE TO ADEQUATELY DOCUMENT GOOD FAITH EFFORTS**

### **A. Determination of Program Compliance and Non-Compliance**

1. The M/WBE Office, along with contracting staff of each City department, shall monitor compliance with the Program Element requirements during the term of the contract. This can be done through documentation, site visits, inspections, etc., with periodic reports to the M/WBE Program Office.
2. If it is determined that there is cause to believe that a Prime Contractor or Subcontractor has failed to comply with any of the requirements of this Program Plan, or with the contract provisions pertaining to M/WBE utilization, the M/WBE Office shall so notify the Originating Department and the contractor.
3. The M/WBE Manager or designee may require such reports, information and documentation from contractors, and the head of any City department, division or office as are reasonably necessary to determine compliance with the Program Plan requirements, within fifteen (15) calendar days after the notice of noncompliance.
4. If the requested materials are not received within fifteen (15) calendar days, then a finding of noncompliance is determined and appropriate penalties and sanctions will apply as stated in Section VIII (B) of this Special Instructions to Bidders.
5. It shall be the joint responsibility of the M/WBE Manager or designee and the Director of the Originating Department or designee to attempt to resolve the noncompliance with the requirements of this Program Plan, or the contract provisions pertaining to M/WBE utilization, within fifteen (15) calendar days.
6. If noncompliance cannot be resolved within the fifteen (15) calendar days, the M/WBE Coordinator or designee and the Director of the Originating Department or designee shall submit written recommendations to the City Manager or designee and if the City Manager or designee concurs with the finding, such sanctions as stated in Section VIII of this Special Instructions to Bidders shall be imposed.

7. Problems with compliance when appropriate will be referred to the "Good Faith" Committee. M/WBE staff and a representative from the Legal Department will serve as liaisons to the Committee.
8. Upon a preliminary determination of noncompliance by the operating department and M/WBE Office, the "Good Faith" Committee shall receive all supporting data of good faith efforts from the Originating Department and shall cause a contractor to be duly notified that the "Good Faith" Committee shall conduct a hearing with the contractor and/or his representative. The Contractor may be represented and may present evidence and submit documentation pertaining to good faith efforts to provide equal opportunity for M/WBEs certified with the North Carolina Secretary of Administration to participate in subcontracting and significant material supplier opportunities available under the prime contract.
9. The "Good Faith" Committee will make its determination on the adequacy of the good faith efforts and report its findings and any sanctions imposed to the Contractor within five (5) calendar days of the conclusion of the hearing. The Contractor may appeal the decision rendered by the "Good Faith" Committee to the City Manager, or his designee in writing within five (5) calendar days of notification of the Committee's decision, but not otherwise.
10. The City Manager or his designee shall schedule a hearing with the contractor and/or his representative. The record of the "Good Faith" Committee hearing shall be presented on behalf of the Contractor and the City. The City Manager or his designee shall make a decision and notify the Contractor within five (5) calendar days following the hearing. The decision of the City Manager or his designee shall be final.

## **B. Sanctions**

Upon determination and recommendation of sanctions by the City Manager or designee regarding the failure of a contractor, vendor, Respondent or other business representative to comply with any portion of this Program Plan, the non-complying party shall be subject to any or all of the following penalties:

- i) Suspension of contract;
- ii) Withholding of funds;
- iii) Rescission of contract based upon a material breach of contract pertaining to M/WBE Program compliance;
- iv) Refusal to accept a response or proposal; and
- v) Disqualification of a Respondent, contractor or other business from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

It is a violation of this Program Plan to:

- i) Fraudulently obtain, retain or attempt to obtain, retain or aid another in fraudulently obtaining, retaining or attempting to obtain or retain Certification status as an MBE, WBE, or M/WBE for purposes of this Program Plan.

- ii) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of this Program Plan.
- iii) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an M/WBE.
- iv) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of this Program Plan.
- v) Make false statements to any entity that any other entity is or is not certified as an M/WBE for purposes of this Program Plan.

Any person who violates the provisions of this section shall be subject to these sanctions, as well as any other remedies available under law up to the maximum penalty provided by law. In the event any of the sanctions set forth above are to be utilized, then appropriate provisions shall be contained in the specifications which will expose the contractor to any of those sanctions so set out therein.

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**X. M/WBE GOOD FAITH EFFORTS / WAIVER REVIEW APPEAL PROCESS**

If a bid is rejected because the M/WBE Coordinator determined that submitted documentation is inadequate to establish Good Faith Efforts or to justify the granting of a waiver, the Bidder may request a review of this determination in accordance with the following process:

The Bidder who wishes to dispute the Good Faith Efforts or Waiver decision of the M/WBE Office may have that decision reviewed by the City Manager or designee provided the Bidder submits a request for review in writing to the M/WBE Office within five (5) business days of the date of the decision to reject the bid. The request shall contain specific reasons and any supporting documentation for why the Bidder believes that the Good Faith Efforts or Waiver decision was in error.

The M/WBE Office shall refer the matter to the City Manager or designee. The hearing shall be scheduled within ten (10) business days of the receipt of the review request. The Bidder will be provided all relevant documents in possession of the M/WBE Office. The City Manager or designee shall review the Good Faith Efforts or Waiver decision with the Bidder and/or his representative and the M/WBE Coordinator. At the hearing, the Bidder may question the M/WBE Coordinator regarding the Good Faith Efforts or Waiver decision.

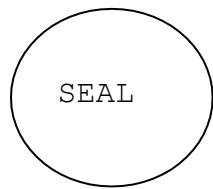
The City Manager, or his designee, shall make a decision and notify the Bidder within five (5) business days following the hearing. The City Manager may affirm, reverse, or modify the Good Faith Efforts or Waiver decision of the M/WBE Office. The decision of the City Manager, or designee, shall be final.

Name of Prime Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

If the contract/project M/WBE participation requirements are not achieved, the bidder/participant shall provide the following documentation of Good Faith Efforts to the City.

MBE	WBE	Company Name	Email Address or Fax Number for Initial Contact	Date of Initial Contact	Service/ Material/ Supplies to be Provided	Date of Follow Up Telephone Contact	Phone Number	Person Contacted	Results

Pursuant to “Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies”, the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith. The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



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: \_\_\_\_\_



**Certification of Good Faith Efforts**

Bidder / Participant Name: \_\_\_\_\_

\_\_\_\_\_  
(Contract Number)

\_\_\_\_\_  
(Project Name)

If a Bidder/Participant has not fully met the M/WBE Project Goals established for this project, then it must document it has met the Good Faith Efforts (GFE) requirements by completing this Form. Detailed information of the City's GFE requirements can be found in the Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (M/WBE) Program (“Special Instructions”). The Bidder/Participant must submit Affidavit B, Good Faith Efforts Form at the time of its bid in a sealed envelope plainly marked “Good Faith Efforts” in accordance with Section VII of the Special Instructions. Failure to do so constitutes grounds for rejection of the Bid. Below is a list of Good Faith Efforts as defined in Section VII (E). To the left of each item is the number of points assigned to that item. Please place an "X" in the first column for each item you are claiming credit. The assessment will be made on a case by case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient. Bidders must earn a minimum of 50 points from the good faith efforts list to be considered responsive.

**NOTE: All actions necessary to earn GFE Points must be undertaken prior to Bid Opening.**

Minimum Number of GFE Points Required		<b>50</b>
	<b>GFE Points</b>	<b>Good Faith Efforts (GFE)</b>
<input type="checkbox"/>	10	<p><b>Contacts.</b> The Bidder/Participant must contact M/WBEs in a manner reasonably calculated to meet each Subcontracting Goal established for the Contract. Factors considered may include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. The number of available M/WBEs and the M/WBEs contacted;</li> <li>2. Whether the Bidder/Participant directed its contacts to all M/WBEs listed as performing scopes of work sufficient to meet each Subcontracting Goal;</li> <li>3. Whether the contacts were made at least 10 Days before the Bid Opening;</li> <li>4. How the contacts were made and whether they were documented in a verifiable way (and in compliance with any forms provided by the City);</li> <li>5. Whether the substance of the Bidder/Participant’s solicitation was reasonably sufficient to generate a response from M/WBEs;</li> <li>6. Whether the Bidder/Participant promptly and adequately responded to inquiries received from M/WBEs; and</li> <li>7. Whether the Bidder/Participant made follow up telephone contact with M/WBEs that did not respond to the Bidder’s/Participant’s initial contact.</li> </ol>

<input type="checkbox"/>	10	<p><b>Making Plans Available.</b> To receive credit for this GFE, the Bidder/Participant must make “Project Documents” (as defined below) available for inspection by M/WBEs at least 10 Days before Bid Opening <b>and</b> notify the M/WBEs contacted of the way in which Project Documents will be made available. The ways a Bidder/Participant may make Project Documents available include:</p> <ol style="list-style-type: none"> <li>1. Providing a telephone number or email address for M/WBEs requesting copies of the Project Documents via email, fax, regular mail or other means of document transfer; <b>or</b></li> <li>2. Providing an address within the City of Greensboro where MWBEs can have physical access to review Project Documents at no cost; <b>or</b></li> <li>3. Posting the Project Documents on a website where M/WBEs can access at no cost.</li> </ol> <p><i>**A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE, and only if it responds promptly to any requests made for access to the Project Documents.</i></p> <p>As used herein, <b>Project Documents means any project descriptions, construction plans, specifications or requirements that are necessary for M/WBEs to bid on the project.</b> Some plans and designs for City buildings and infrastructure may be restricted from disclosure under federal Homeland Security laws. If the City Solicitation Documents indicate that the Project Documents are restricted from disclosure, the Bidder/Participant shall comply with the City’s instructions in making such documents available for review. For example, the City Solicitation Documents may require that M/WBEs sign a confidentiality agreement in a form approved by the City as a condition to disclosure.</p>
<input type="checkbox"/>	15	<p><b>Breaking Down Work.</b> The Bidder/Participant must demonstrate to the City’s satisfaction that it broke down or combined elements of work into economically feasible units to facilitate M/WBE participation. In awarding points the City will consider:</p> <ol style="list-style-type: none"> <li>1. The number and dollar value of the scopes of work the Bidder/Participant listed for M/WBE participation;</li> <li>2. Whether those scopes would be sufficient to meet the Subcontracting Goals and how the Bidder/Participant notified MWBEs of its willingness to break down the work into such units;</li> <li>3. Whether the Bidder/Participant evaluated all work items to determine if there were 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontract opportunities available;</li> <li>4. Whether the Bidder/Participant solicited certified M/WBEs available to provide the 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontract opportunities;</li> <li>5. Whether the Bidder/Participant included certified M/WBEs in the solicitation of all work items that will not be performed by the Bidder.</li> </ol> <p><i>**A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE.</i></p>
<input type="checkbox"/>	10	<p><b>Working With M/WBE Assistance Organizations.</b> The Bidder/Participant must document that it worked with an M/WBE Assistance Organization to provide assistance in recruiting M/WBEs to meet the M/WBE goals.</p> <p>The Bidder/Participant will only receive credit for this GFE if it worked with the City of Greensboro M/WBE Office. Request for assistance must be submitted a minimum of 3 days prior to the bid opening. Points will not be awarded for 1) receiving a MWBE listing and 2) requesting assistance prior to follow up phone calls being made. <i>**A Bidder/Participant may receive credit for this GFE only if it receives credit for the Contacts GFE.</i></p>
<input type="checkbox"/>	10	<p><b>Attendance at Pre-Bid.</b> To receive credit for this GFE, the Bidder must attend any pre-bid meetings scheduled by the City for the Contract in question.</p>

<input type="checkbox"/>	20	<p><b>Bonding or Insurance Assistance on Construction Contract.</b> The Bidder/Participant must assist an MWBE in getting required bonding or insurance coverage for the Contract at issue or provide alternatives to bonding or insurance for M/WBEs. To document satisfaction of this GFE, the Bidder/Participant must submit:</p> <ol style="list-style-type: none"> <li>1. The name of the M/WBE;</li> <li>2. The description of the assistance the Bidder/Participant provided;</li> <li>3. The date the Bidder/Participant provided the assistance;</li> <li>4. The name of a contact person with the MWBE who can verify that the Bidder/Participant provided the assistance;</li> <li>5. Any additional information requested by the City's M/WBE Office. No credit will be given for assistance provided to an Affiliate of the Bidder/Participant.</li> </ol> <p>In deciding whether to award points for this GFE, the City will consider:</p> <ol style="list-style-type: none"> <li>a. How significant and meaningful the assistance was;</li> <li>b. How many M/WBEs to the assistance was provided to, and</li> <li>c. What impact it likely had on the Bidder/Participant's efforts to recruit M/WBEs for the project.</li> <li>d. No credit will be given for an affiliate of the bidder.</li> <li>e. No credit will be given for assistance provided that is required by law.</li> </ol>
<input type="checkbox"/>	15	<p><b>Negotiating in Good Faith with M/WBEs.</b>The Bidder/Participant must:</p> <ol style="list-style-type: none"> <li>1. Demonstrate that it negotiated in good faith with interested M/WBEs (which means showing at least some back and forth negotiation between the Bidder/Participant and MWBEs);</li> <li>2. Demonstrate that it did not reject any M/WBEs as unqualified without sound reasons based on their capabilities and document in writing the reasons for rejecting any M/WBEs for lack of qualifications; The City will determine if the rejection is valid.</li> <li>3. Documentation to be submitted with the bid include but are not limited to: <ol style="list-style-type: none"> <li>a. Copies of all subcontract quotes/responses received from each firm responding to the solicitation;</li> <li>b. Letter detailing reasons for rejecting MWBEs due to lack of qualifications;</li> <li>c. For subcontracts where a minority firm is not considered the lowest responsible subcontractor, copies of quotes received from all firms submitting quotes for that particular scope of work;</li> <li>d. If the rejection is due to self-performance of a specified work area, you must submit your own estimate for the scope of work.</li> </ol> </li> <li>4. The Bidder/ Participant must not alter any dollar amounts and/or scopes of work. If a revision is required, a revised quote must be submitted;</li> <li>5. All telephone quotes must be followed up with a hard quote;</li> <li>6. All quotes must be received prior to bid opening.</li> </ol>
<input type="checkbox"/>	25	<p><b>Financial Assistance.</b> The Bidder/Participant must provide one of the following types of assistance to an M/WBE in connection with the Contract:</p> <ol style="list-style-type: none"> <li>1. Assistance in obtaining equipment, a loan, capital, lines of credit, joint pay agreements or Guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or</li> <li>2. Assistance in obtaining the same unit pricing with the Bidder's/ Participant's suppliers as the Bidder/ Participant.</li> </ol> <p>To receive credit for this GFE, Bidder/Participant must:</p> <ol style="list-style-type: none"> <li>a. Include language in its solicitation letter and publication advertisement stating the Bidder's/ Participant's Financial Assistance Policy;</li> <li>b. Submit the publication form and a copy of the advertisement;</li> <li>c. Document the description of the assistance the Bidder/ Participant provided;</li> <li>d. Document the date the Bidder/ Participant provided the assistance;</li> <li>e. Document the name of a contact person with the MWBE who can verify that the Bidder/ Participant provided the assistance.</li> </ol> <p>No credit will be given for assistance provided to an Affiliate of the Bidder/ Participant.</p>

		In deciding whether to award points for this GFE, the City will consider how significant and meaningful the assistance was, how many M/WBEs assistances was provided to and what impact it likely had on the Bidder/ Participant 's efforts to recruit M/WBEs for the project.
<input type="checkbox"/>	20	<b>Entering Into Joint Venture.</b> To receive credit for this GFE, the Bidder must demonstrate that it negotiated a Joint Venture or partnership arrangement with one or more M/WBEs, as applicable, on the Contract. To receive credit for this GFE, Bidders must document: 1. The name of the M/WBE; 2. A description of the Joint Venture or partnership; 3. Evidence of the date the M/WBE entered into the agreement; and 4. The name of a contact person with the M/WBE who can verify the terms of the agreement. <b><i>No credit will be given for a joint venture with an Affiliate of the Bidder.</i></b>
<input type="checkbox"/>	20	<b>Quick Pay Agreements on the Construction Contract Up For Award.</b> For purposes of this Section, the term "Quick Pay Commitment" means a commitment to pay all M/WBEs participating in the Construction Contract within 20 Days after the Contractor confirms the MWBEs work has been properly completed and/or accepted by the City's Project Manager. To receive credit for this GFE, Bidders/Participants must: 1. Provide the City with a copy of a policy containing the above referenced Quick Pay Commitment that the Bidder/Participant has adopted for the project and document that the Bidder/Participant informed each M/WBE about the Quick Pay Commitment as part of the Bidder's/Participant's M/WBE contacts; <b>or</b> 2. Document that prior to Bid Opening, the Bidder/Participant made a written Quick Pay Commitment to each MWBE that will participate in the Contract. <b><i>Including a statement in a Bid solicitation letter indicating that the Bidder/Participant will consider entering into quick pay agreements will not suffice. **A Bidder/Participant may receive credit under this GFE only if it receives credit for the Contacts GFE.</i></b>

455 Total Available GFE Points  
\_\_\_\_ Total GFE Points Claimed by the Bidder  
\_\_\_\_ Total GFE Points Earned (to be completed by City)

I hereby affirm that the Bidder/Participant listed above performed the Good Faith Efforts selected on this form and accumulated the Good Faith Efforts Points stated hereinabove. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

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: \_\_\_\_\_

Name of Prime Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

**\*\*Are you a certified M/WBE? \_\_\_\_\_ Yes \_\_\_\_\_ No**

**The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:**

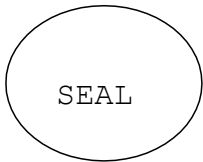
MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization

<b>Total NON-M/WBE Utilization Commitment</b>	
<b>Total MBE Utilization Commitment</b>	
<b>Total WBE Utilization Commitment</b>	

**(Submit Additional pages, if necessary)**

*\*\*Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro Marketplace) will be counted towards the M/WBE goal(s).*

The undersigned will enter into a formal agreement with the M/WBE firm(s) for work listed on this affidavit conditional upon execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder’s contract if awarded. The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 State of \_\_\_\_\_ County of \_\_\_\_\_  
 Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

Affidavit D-1 – **Letter of Intent to Perform as an M/WBE Subcontractor** Contract Number: \_\_\_\_\_

Name of Prime Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as:

	Minority Business Enterprise		Women Business Enterprise
	Individual		A Corporation
	A Partnership		A Joint Venture

The undersigned is certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and is headquartered or has a significant business presence within the Greensboro Relevant Market..

The undersigned is prepared to provide the work (described below) in connection with the above project at the following price: \$\_\_\_\_\_. Any changes in this commitment must be approved in advance by the M/WBE Office.

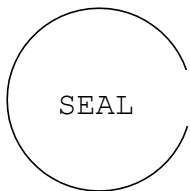
\_\_\_\_\_ % of the dollar value of the subcontract will be sub-let to (if applicable)\_\_\_\_\_.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Description of the Work	Projected Commencement Date	Projected Completion Date

This document shall not serve in a manner as an actual subcontract between the two parties. A separate binding agreement will describe in detail the contractual obligation of the contractor and the M/WBE subcontractor. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder's contract if awarded.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
State of \_\_\_\_\_ County of \_\_\_\_\_  
Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

Name of Prime Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as:

	Minority Business Enterprise		Women Business Enterprise
	Individual		A Corporation
	A Partnership		A Joint Venture

The undersigned is certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and is headquartered or has a significant business presence within the Greensboro Relevant Market.

The undersigned is prepared to provide the following materials and supplies (described below) in connection with the above project at the following price: \$\_\_\_\_\_. Any changes in this commitment must be approved in advance by the M/WBE Office.

\_\_\_\_\_ % of the dollar value of the subcontract will be sub-let to (if applicable)\_\_\_\_\_.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Description of the Materials/Supplies	Delivery Date

This document shall not serve in a manner as an actual subcontract between the two parties. A separate binding agreement will describe in detail the contractual obligation of the contractor and the M/WBE supplier. The undersigned will enter into a formal agreement for the above items with you conditioned upon your execution of a contract with the City of Greensboro. Breach of this commitment constitutes breach of bidder's contract if awarded.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

SEAL

**Statement of Intent to Perform Work without Subcontracting**

We, \_\_\_\_\_, hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_ Contract.  
(Name of Project & Contract Number)


In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Bidder will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.
3. That the Bidder will provide equal opportunity for M/WBEs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify that it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.



Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_




### Statement of Subcontract Opportunities Offered

Contract Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

We, \_\_\_\_\_ hereby certify that it is our intent to offer subcontract opportunities in the areas shown below (please list individually based on the description of work to be performed):


Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive. 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. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

	Date: _____ Name of Authorized Officer: _____ Signature: _____ Title: _____ State of _____ County of _____ Notary Public _____ My commission expires: _____
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Affidavit G  
Contract # \_\_\_\_\_

### Subcontractor Utilization Payment Report

Date: \_\_\_\_\_

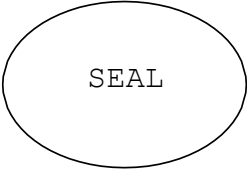
Estimate # \_\_\_\_\_

Contractor: \_\_\_\_\_

For Month of: \_\_\_\_\_

MBE	WBE	NON M/WBE		Date Paid	Vendor Name	Contract Amount	Type of Work	Amount Paid	Contract Balance Due
							<b>Total Amount Paid to NON-M/WBE Firms</b>		
							<b>Total Amount Paid to MBE Firms</b>		
							<b>Total Amount Paid to WBE Firms</b>		

I hereby certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Material suppliers on the above reference project. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

 <p>SEAL</p>	Date: _____ Name of Authorized Officer: _____ Signature: _____ Title: _____ State of _____ County of _____ Notary Public _____ My commission expires: _____
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**Request for Waiver**

Contract Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_


Contractor Name: \_\_\_\_\_

**No technical bid and cost proposal envelopes will be opened until all waivers have been decided and any subsequent requests for review acted upon.** A waiver request will be granted only upon a finding of adequate documentation of Good Faith Efforts by the Bidder to try to meet the M/WBE goal(s), a significant defect in the bidding process or a legal defect in the Program Element selected by the Goal Setting Committee.

A Full ( ) or Partial ( ) waiver of compliance with the MWBE Program Element in the bid documents is requested based on the following:

- Subcontracting is inappropriate and will not provide a commercially useful function under the scope of the contract;
- There are no certified M/WBE firms that are qualified and available to provide the goods or services required; or
- There is a significant defect in the bidding process or legal defect in the Program Element selected by the Goal Setting Committee.

The undersigned declares that all required documentation in support of the waiver request is attached and complete. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

	Date: _____ Name of Authorized Officer: _____
	Signature: _____ Title: _____
	State of _____ County of _____
	Notary Public _____ My commission expires: _____

**M/WBE FIRMS FOR SEEDING AND LANDSCAPING**

ID	Company Name	Address	City, State	Email	Contact Name	Phone
M	Alston Yard Landscaping	4209 Glenshireway	Greensboro, NC	johnnyalston41@gmail.com;	Alston, Johnny	(336)987-4488
M	B@R Lawn Care	1806 E. Third St.	Winston Salem, NC	rifernanders@live.com	Fernanders, Rickey	(336)528-5017
M	C&C Lawn and Gardening Services, LLC	776 Running Brook Lane	Rural Hall, NC	janellee96@gmail.com	Carpenter, Janelle	(336)354-9154
M	C. E. Patrick Landscaping, Inc	1719 A Hoopedale Road	Brown Summit, NC	incpatrick@bellsouth.net	Patrick, Clarence	336-656-4850
M	Clean and Green Sves.	1309 Hwy 150	Summerfield, NC	mulchdude@hotmail.com	Mosley, Jeffrey	(336) 613-6006
M	Corbett Landscaping	3610 Blue Spruce Ct	Greensboro, NC	corbett990@gmail.com	Corbet, Chad	(336)695-9860
W	CornerClean, LLC	421 Long Mill Road	Franklinton, NC	pennym@cornercleanservices.com	McGhee, Penny	919-494-2848
M	Eco Grounds Management Systems	907 Sanderson Dr.	Durham, NC	jbjackson907@gmail.com	Jackson, Joseph	919-806-9943
M	Elite Cut & Mulch Lawn Care Services	229 Raleigh Street	Holly Springs, NC	elitecutandmulchcs1@gmail.com	Carrington, Tammy	919-946-2321
M	GOD's Way Landscaping & Hauling	3404 Hines Chapel Rd	McLeansville, NC	jwmgwl@yahoo.com	Milton, John	(336)362-2642
M	Green & Clean Landscaping Inc	503 Rosebriar Ct	Greensboro, NC	alexromo63@gmail.com	Romo, Alex	336.624.5729
M	Imperial Landscaping LLC	125 Hartman Branch Ln	Winston Salem, NC	james@imperiallandscapingnc.com	Tolentino, James	336-671-6341
M	John Marks Landscaping	2302 Mcknight Mill Rd	Greensboro, NC	scapinj1@yahoo.com	Marks, John	(336)669-6567
M	Mayes Landscaping & Concrete Inc.	PO Box 984	Winston Salem, NC	mayeslandscaping@aol.com	Mayes, Ricky	(336)682-3845
M	McBride Lawn Service	2003 Randleman Rd.	Greensboro, NC	mcbriдетaxservic@bellsouth.net	McBride Sr, Herman	(336)378-6875
M	Pete's Total Lawncare	Friendship Church Road	Brown Summit, NC	exm704@gmail.com	Petress, Delton	336-669-2068
M	Prosource Lawn Care	3600 Iverness Drive	Greensboro, NC	bobbyhines42@gmail.com	Hines, Bovier	(336)458-7547
M	Russell & Son Landscaping	614 CAMERON AVE	Winston Salem, NC	russellrice43@yahoo.com	Rice, Jr., Russell	(336)354-9085
M	Sawyers landscaping	276 marion drive	mt.airy, NC	bruce.sawyers@yahoo.com	sawyers, bruce	(336)755-9010
M	Sharpe's Landscaping & Design	929 Meadow Oak Dr. Apt. 301	Greensboro, NC	sharpeslandscaping@gmail.com	Sharpe, Dionte	(336)740-2120
M	Simons Landscaping Services	2720 Poole Road	Raleigh, NC	simonandsimon694@gmail.com	Simon, Diane	919-532-9815
M	T&J Lawn Specialists	1130 EDGEMONT RD	GREENSBORO, NC	jones@tjlawnspecialists-inc.com	Jacqueline Pender-Jones	336-392-8039
M	Transou and Son Landscaping	144 Cherryview Lane	Winston Salem, NC	transoulanscaping@yahoo.com	Transou, Sherman	336-782-3020
M	Triad Lawn Professionals	2102 Lannigan Dr	Greensboro, NC	tdri022@yahoo.com	Joyner, James	336-404-4711
M	T's Seasons Lawn Care	2402 Corinth Drive	Greensboro, NC	alstontyrone25@yahoo.com	Alston, Tyrone	336-215-0489
M	Tuffvision Landscape & Design, Inc.	1108 West Landing Dr	Sanford, NC	tuffvisionscape@aol.com	Dowdy, Samuel	(919)708-3178
M	Turf Maintenance Services	3009 Sanderford Rd	Raleigh, NC	terrywilliams@bellsouth.net	Williams, Terry	(919)395-3861
M	Turkeyservicesofthetriad	5301 Sky Hill Dr	McLeansville, NC	turkeyservicesofthetriad@gmail.com	Pritchard, Sakinah	(336)450-8321
M	Tyron Tyson DBA Quality Lawn Care	2000 Lannigan Drive	Greensboro, NC	tyrontyson@hotmail.com	Tyson, Tyron	3363381784
M	United Charis Transport, LLC	816 Post St. Ste. E	Greensboro, NC	unitedcharis@gmail.com	Carver, Kyle	(336)825-8027
M	United Maintenance Group, LLP	5309 Cragganmore Drive	McLeansville, NC	Dbrown7031@triad.rr.com	Brown, Danny	(336)669-1648
M	Winstead Landscape Mgt.	11010 lake Grove Blvd. Ste. 100#402	Morrisville, NC	winsteadlandscape@gmail.com	Winstead, Willie	919-931-6440
M	W Landscaping	51 Allen Ln	Henderson, NC	wlandscaping75@gmail.com	Check, Wallace	252-915-5680
W	ARBOR ENTERPRISES INC	PO Box 98604	Raleigh, NC	arborlawnc@hotmial.com	Beard, John	919-397-9409
W	Canady's Landscape & Erosion Control	256 Fairview Acres Rd	Lexington, NC	canadyserosion@gmail.com	Canady, Penny	(336)236-1182
W	Carolina Greenscapes Landscaping	590 Weaver Road	Lexington, NC	cgreenscapes@yahoo.com	Smith, Kim	336-345-1298
W	Clayton Lawn Service	9601 NC Hwy 57	Rougemont, NC	sharec.avila@gmail.com	Clayton-Reynoso, Sharec	919-259-0599
W	Dunlap Lawn Service, Inc.	PO Box 39597	Greensboro, NC	dlstnc@dunlaplawnservice.com	Mills, Karen	(336)282-3636
W	Foothills Construction Service	6081 Pea Ridge Pass	Hamptonville, NC	reneecheck@yahoo.com	Cheek, Renee	(336)984-3111
W	Jessie Lane's Landscaping	P.O. Box 225	Summerfield, NC	jeslantruck@gmail.com	Fridde, Jessica	(336)382-0064
W	Lee Rogers Landscape Design Company	201 Waverly Way	Greensboro, NC	lee@leerogersdesign.com	Rogers, Lee	336-209-0376
W	Lineberry, Inc	PO Box 307	Climax, NC	lineberry@lineberryinc.com	Lineberry, Pamela	(336)824-2686
W	Midsouth Irrigation	PO Box 297	Lewisville, NC	shawn@midsouthirrigation.com	Parker, Tina	336-765-7475
W	Newly Mowed Lawns	4844 Westmoreland Dr	Winston Salem, NC	Newlymowedlawns@yahoo.com	Montgomery, Stacy	336-399-0808
W	North State Environmental	2889 Lowery Street	Winston Salem, NC	stephanie@nsenv.com	Westmoreland, Stephanie	(336)725-2010
W	Regional Site Solutions, Inc	PO Box 5047	High Point, NC	jclodfelter@northstate.net	Clodfelter, Jill	(336)841-6342
W	Sass seeding llc	1390 gumtree rd.	winston-salem, NC	sassseeding@aol.com	smith, anna	(336)764-2319
W	Seal Brothers Contracting, LLC.	3618 W. Pine Street	Mount Airy, NC	mari@sealbrothers.com	Seal, Mari	(336)786-2263
W	Sides Contracting Co., Inc.	1010 American Way	Welcome, NC	tanya@sidesseeding.com	Sides, Susan	(336)249-8300
W	SOUTHERN GARDEN, INC.	1932 Holt Road	Apex, NC	estimating@southerngardeninc.com	Hoyes, Cornelia	919-362-1050
W	State Construction	P.O. Box 999	Graham, NC	karen@stateconstructioninc.com	Trickey, Karen	(336) 578-3923
W	Sunshine Tree & Fence, Inc.	145 Kenilworth Ave	High Point, NC	sunshinetreel@aol.com	Griffin, Charlotte	336-817-5248
M	BH Enterprise and Landscaping	1315 CAMDEN PLACE CT	Winston Salem, NC	bhenterpriseformyou@gmail.com	HIGHSMITH, BRIAN	336-986-1373

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**M/WBE FIRMS FOR HAULING**

ID	Company Name	Address	City, State	Email	Contact Name	Phone
M	Alston Demolition LLC	3402 Timmons Ave.	Greensboro, NC	alstondemolition@gmail.com	Hope-Alston, Tony	(336)965-1050
M	Adequate One Trucking, Inc.	2522 S Wilmington St	Raleigh, NC	adequateonetrucking@gmail.com	Dunn-El, Edward	(919)278-0140
M	A-Team Manoles & Resurfacing, Inc	1498 US Hwy 21	Rate Road, NC	Ateammanholeandresurfacing@gmail.com	Adams, Shaun	(336)398-0651
M	Bill H King Trucking, Inc	2106 S Benbow Rd	Greensboro, NC	kingtrucking57@yahoo.com	King, William Jr.	(336)669-6695
M	Brooks & Brooks Trucking	710 Woodlake Drive	Greensboro, NC	BigJamel1@hotmail.com	Brooks, Jamie	(336)378-9717
M	Buruca Trucking Inc	165 Willow Ridge Drive	Sanford, NC	oscarbucrucastrucking2006@gmail.com	Buruca, Oscar	(919)935-2022
M	Busy Black Trucking LLC	1111 Snow Hill Rd	Durham, NC	busyblacktrucking@nc.rr.com	Black, Anthony	(919)442-7079
M	Clement Construction Corp	3735 Beeson Dairy Rd	Winston Salem, NC	clementconst@yahoo.com	Clement Sr., Phillip	(336)661-2488
M	Covenant Trucking Company Inc	179 Northbrook Drive	Youngsville, NC	ijones@covenant-trucking.com	Jones, Joe	(919)562-0124
M	D&G Hauling	5415 Pine Level Drive	Brown Summits, NC	margaret_grvs@yahoo.com	Graves, Derrick	(336) 656-7428
M	Davis Transport	4000 Starling Ct	Greensboro, NC	davist4990@bellsouth.net	Davis, Tyrus	(336)392-8636
M	DeeJay's Trucking LLC	6219 Guess Road	Durham, NC	jarrett_long@msn.com	Long, Jarrett	(919)805-7601
M	Favor Trucking	1606 Seven Oaks Place	High Point, NC	garyalston77@gmail.com	Alston, Gary	(336)988-9903
M	Flame Logistics, Inc	8182 Gray Leigh Court	Oak Ridge, NC	flamelogistics@gmail.com	Myers, Stanton	(704)241-3141
M	F-T Trucing, LLC	PO Box 256	Kernersville	Codyuyove@triad.rr.com	Oduyove, Carole	(336)310-3788
M	GOD's Way Landscaping Hauling Grading	3404 Hines Chapel Rd	McLeansville, NC	jwmgwl@yahoo.com	Milton, John	(336)681-2607
M	Hawkeye Hauling Inc.	4502 Honey Dew Dr	McLeansville, NC	angela@hawekeyehaulinginc.com	Hawks, Stephen	(336)508-5257
M	JEH Trucking	163 Strafford Ct	Winston Salem, NC	JHAGGLER@HWENTERPRISESOFNC.COM	Haggler, Jonathan	336-721-4262
M	J Mac's Hauling Inc	1318 Ryegate Drive	Pleasant Garden, NC	coachmcmillan40@yahoo.com	McMillan, James	(336)2555306
M	IRMA Y. MORALES DBA GENESIS TRANS	217 PALACE GREEN LANE	Sanford, NC	GENESISTRANSPORT1@GMAIL.COM	Morales, Jose	703-987-1891
M	KPS Hauling	136 Lindbergh St	Winston Salem, NC	kp_hauling@yahoo.com	Pickney, Kenneth	(336) 624-3551
M	MAI Trucking	1250 Revolution Mill Dr, Ste 182	Greensboro, NC	mailogisticsllc@gmail.com	Baker, Brandi	336.944.1819
M	Marley Trucking & Demolition	1768 Humble Mill Rd	Asheboro, NC	DLM43210@AOL.com	Marley, Darryle	(336)626-4469
M	Martin & Martin Hauling	9694 NC Hwy 268	Elkin, NC	Debo27030@gmail.com	Martin, Kenneth	(336)655-3176
M	MJK Trucking	1927 Newcomb Dr.	Whitsett, NC	mjktrans81@gmail.com	Walston, Jerricho	(336) 247-8988
M	Pickard Hauling	PO Box 854	Rockingham, NC	pickardhaulinginc@yahoo.com	Pickard, Edward	(336)451-1211
M	R&R Transportation Inc	4415 Abner Place	Greensboro, NC	karl@rtransportationinc.com	Robinson, Karl	336-292-4630
M	Rankin Grading	821 N English Street	Greensboro, NC	rankinggradinginc@bellsouth.net	Rankin, Julius	(336)272-7942
M	RLB Trucking, LLC	2619 Soapstone Mtn Rd	Staley, NC	robertb7040@yahoo.com	Baldwin, Robert	(336)963-5034
M	SK Hauling	188 Double Spring Lane	Lexington, NC	skhauling@yahoo.com	Kamal, Sheik MM	(336)255-0403
M	The Foster Group	2909 Armfield Ave	Burlington, NC	bfzfzfos@yahoo.com	Foster, Bobby	(336)437-7893
M	Tracy Kevin Winston Dba Winstons Trucking	4320 Rockside Hills Dr	Raleigh, NC	TWINSTON@NC.RR.COM	Winston, Tracy	919-795-8777
M	United Charis Transport, LLC	816 Post St. Ste. E	Greensboro, NC	unitedcharis@gmail.com	Carver, Kyle	(336)825-8027
M	Vanhook Trucking Inc.	5202 Old Greensboro Road	Chapel Hill, NC	vantruck@bellsouth.net	Vanhook, Joe	(919)933-4971
M	W G Lewis Trucking, Inc	1323 Penny Rd	High Point, NC	mmartin19@triad.rr.com	Lewis, Wesley	(336)345-2277
M	W&W Trucking & Demolition	3221 Carver School Rd	Winston Salem, NC	bwbukone@aol.com	Williams, Broderick	(336)462-7696
M	W.A.Y. Trucking & Hauling	1209 Curtiss Drive	Garner, NC	imatze67@yahoo.com	Champion, Robin	(919)669-9681
M	Whitehurst Trucking	4912 Cupine Court	Raleigh, NC	kwhitehurst1@hotmail.com	Whitehurst, Kelvin	(919)696-8064
W	1st Class Trucking, Inc	2620 Philo White Rd.	Franklinton, Ne	1stclasstrucking@twc.com	Blackburn, Amy	(919)702-1159
W	Abachi Transport	4719 Millpoint Rd	Greensboro, NC	abachitransport@yahoo.com	Abachizadeh, Sandra	(336)697-9714
W	Abatemaster, Inc	PO Box 12367	Winston Salem, NC	angela_abatemaster@yahoo.com	Tesh, Angela	(336)731-4396
W	Aggregate Haulers Inc	P.O. Box 19731	Greensboro, NC	Aggregatehaulersinc@gmail.com	Crews, Marilyn	(336)855-3337
W	Asphalt Paving Co. of Greensboro	4349 Hwy 220N	Summerfield, NC	GGIBSON@TRIAD.TWCBC.COM	Groce, Elanor	(336)643-4172
W	Atlantic Contracting Company, Inc.	PO BOX 49559	Greensboro NC	info@atlanticcontracting.com	Niveen Kattan	336-931-3109
W	B&D Kiser	9451 Jefferson Church Road	Tobaccoville, NC	bbkiser@windstream.net	Kiser, Brenda	336-983-2388
W	Carolina Transport of Oak Ridge	8859 Cravenwood Dr.	Oak Ridge, NC	ctoakridge@gmail.com	Long, Meredith	(336)708-3256
W	D & C Trucking of Stokesdale	PO Box 512	Stokesdale, NC	Jaime.Wall@dctruckingofstokesdale.com	Wall, Jaime	(919)698-1893
W	Double D Trucking & Grading Inc.	5130 Causeway Dr	Winston-Salem, NC	Ddtrucking@triad.twcbc.com	Doub, Tracy	(336) 922-4126
W	Farmer Transport	1401 Mizpah Church Rd	Reidsville, NC	haul4hire@bellsouth.net	Farmer, Angela	(336)616-0753
W	Gunter Trucking	2512 Woodfield Drive	Sophia, NC	Wgunter2@hotmail.com	Gunter, Pamela	(336)626-3604
W	Jessie Lane's Landscaping & Trucking	P.O. Box 225	Summerfield, NC	jeslantruck@gmail.com	Fridde, Jessica	(336)382-0064
W	Jodie Yarborough Trucking	431 Greenlake Road	Rockingham, NC	Jodieyarborough@hotmail.com	Yarborough, Jodie	(910)997-2081
W	Long Brothers of Summerfield	PO Box 11625	Winston-Salem, NC	wbrewer@longbro.com	Brewer, Wendi	(336)744-0155
W	Landy and Sons Construction	2516 Caudle Mill Road	Yadkinville, NC	lscMITZI@gmail.com	Sundy, Mitzi	(336)466-4487
W	MAC 1 Trucking Inc	2571 Prison Camp Road	Dobson, NC	mac1trucking@yahoo.com	McCormick, Scarlette	(336)356-4407
W	MACE Trucking	PO Box 977	Mebane, NC	dmwalters@centurylink.net	Walters, Dawn	(919)563-9597
W	P&S Grading LLC	PO Box 16606	Greensboro NC	KAREN@PSGRADING.COM	PAMELA SHARPE	336-430-1239
W	Regional Site Solutions, Inc	PO Box 5047	High Point, NC	jcldfelter@northstate.net	Clodfelter, Jill	(336)841-6342
W	Stewart Hauling and Backhoe Inc.	5760 Brinkley Road	Belews Creek, NC	stewarthauling@hotmail.com	Stewart, Wilmoth	336-399-3962
W	TNS TRUCKING, INC.	601 Wilkins Road	Butner, NC	greenmail@msn.com	Green, Shannon	(919)529-2343
W	Tom Cat Trucking	4162 Kivett Dr	Jamestown, NC	tomcattruckinginc@yahoo.com	Cook, Tanya	(336)841-3936

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**M/WBE FIRMS FOR ELECTRICAL**

ID	Company Name	Address	City, State	Email	Contact Name	Phone
M	All Systems Restored	2832-H3 Randleman Rd	Greensboro, NC	office@allsystemsrestored.com	Currie, Kelvin	(336)382-5219; 336-441-8550
M	Bowden Electric	1451 South Elm Eugene Street Suite 2105 Box 82	Greensboro, NC	bowdenelectricalinc8206@yahoo.com	Bowden, Bobby	(336) 987-9059
M	BREEDLOVE ELECTRIC, INC.	5121 NC Hwy 39 South	Henderson, NC	tbreedlove@breedloveelectric.com	Tommy Breedlove	252-438-3421
M	Chazown Media and Electrical	509 S. Ariel Farm Ct.	Greensboro, NC	williew@chazownmedia.net	Woods, Willie	(336)298-7512
M	Crown Power Electric	1025 Alston Village Ln.	Cary, NC	crownpowerelectric@gmail.com	Lee, Darnel	704-277-3948
M	Electric One, Inc.	PO Box 16763	Greensboro, NC	info@electric1inc.com	Tony Randall Mayhew	(336) 545-0990
M	Hoggard Electric Co. LLC	PO Box 28	DURHAM, NC	THOGGARD07@GMAIL.COM	Timothy Hoggard	919 423 8231
M	Inderdeo Electric Company, Inc.	7151 O'Kelly Chapel Road suite 309	Cary, NC	vik@inderdeo.com	Hemraj Inderdeo	919-648-0808 x 1001
M	J Williams Electrical Services, LLC	439 Dewey St. Apt. D	Kernersville, NC	jwilliamsenergyservices@gmail.com	Williams, John	(336)317-0933
M	J&K Electric	2311 Brie Ct	Yadkinville, NC	albertovargas2311@yahoo.com	alberto vargas	336)331-2211
M	Johnson Electrical Services LLC	70 ADLER COURT	FANKLINTON, NC	STAYWIRED@YAHOO.COM	BRIAN D JOHNSON	919-728-8018
M	MCNOC	2664 Timber Dr STE 345	Garner, NC	info@mcnoc.com	Mathew McCoy	919-772-6159
M	Moss Electric	101 seymour Creek dr.	Cary, NC	h.mosselectric@yahoo.com	Herbert Moss	716-208-4570
M	Moursy Electric & Service, Inc	5217 Trackway dr	Knightdale, NC	momoursy@gmail.com	Moursy, Mohamed	919-266-4419
M	National Electrical Company	11775 Airport Park Drive	Orlando, FL	vick@necobiz.com	Dhanraj Inderdeo	407-859-0578
M	NICHOLS & SON ELECTRIC INC.	5103 Hadrian Drive	DURHAM, NC	K7777nichols@yahoo.com	Kevin nichols	919-740-3458
M	RCI ELECTRICAL CONTRACTING	421 Fayetteville St. Suite 1100	RALEIGH, NC	jaswaline@yahoo.com	HARJAP SINGH	919-521-2549
M	RTP Electrical Services, LLC	2402-A Reichard Street	Durham, NC	lisa@rtpelectrical.com	Lisa Pineiro	919-321-8617
M	S.S.M.C., Inc.	PO Box 176	Colfax, NC	ssmcinc@msn.com	Curtis Cazoe	(336) 253-3191
M	SIYA ELECTRICAL	300 ASA VIEW PLACE	WENDELL, NC	BRAMI@SIYAELECTRIC.COM	RAMI, BRIJESHKUMAR	919-602-7772
M	Via Electric Company, Inc	P O Box 430	Madison, NC	heathervia@viaelectric.com	Sylvia Via	336-548-6968
W	Adam Shelton electric	121 Dalton Business Court	Mocksville, NC		LORI SHELTON	336-998-5198 (bad number)
W	Alexander Heating & Air Conditioning	300 Capeside Ave	Holly Springs, NC	service@alexhvac.com	Alexander, Christine	919.886.4822
W	All -Phase Power and Controls, Inc	8517 Pilmouth Hill Dr	Wake Forest, NC	all_phase@ymail.com	Long, Laura	919.801.4091
W	Beco Inc	P O Box 2023	High Point, NC	bids@becoinc.com	Saunders, Lorraine	(336) 889-3477
W	Cooper Electrical Construction	1706 E Wendover Avenue	Greensboro, NC	beverly.brown@coopereic.com	Brown, Beverly	(336) 275-8439
W	Danco Electrical, Inc.	890 Park Avenue	Youngsville, NC	missy@dancoelectrical.com	Missy Dodrill	919-562-3191
W	DCI Electric	1151 Piney Grove Church Rd	Danbury, NC, NC	judynlawson@yahoo.com	Judy Lawson	336-593-2340
W	Diversified Electrical Technologies	PO Box 517	Pfafftown, NC	LDixon@D-E-Technologies.com	Leanna Dixon	(336) 922-6351
W	East Coast Construction Services, LLC	2705 Westchester Drive	High Point, NC	eccs@northstate.net	Caroline Carpenter	(336)431-1533
W	Electrical Technologies, Inc.	PO Box 5127	Burlington, NC	JenniferB@etiteam.com	Jennifer Benkosky	(336) 578-7274
W	Electripath, Inc.	1112 Montpelier Dr.	Greensboro, NC	lspPhillips09@gmail.com	Laura Phillips	(336) 638-9086
W	Elrod Electrical Service	4237 Wayne Road	Greensboro, NC	chris_elrod@bellsouth.net	Christina Dinkins	(336)852-7776
W	JC Electric Inc.	4900 Hillsborough Road	Durham, NC	jc@jcenc.com	Christine Coates	919-309-9000
W	Jessup Company	205 Atwell Ave	Greensboro, NC	sbrown@jessupeo.com	Susan Brown	(336) 288-5356
W	Kraken Electric, Incorporated	3700 Ragtime Road	Chapel Hill, NC	vickihaskett@krakenelectric.com	Vicki Haskett-Freeman	919-967-4607
W	Lewis Electric of Oxford	PO BOX 545	OXFORD, NC	carolyn@lewiselectrinc.com	Larry Wilson II	919-693-6615
W	Lowdermilk Electric, Inc	2400 D East Bessemer Ave	Greensboro, NC	janet@lowdermilkelectric.com	Janet Sockwell	336-275-9496
W	Mark Hall Electric	Post Office Box 218	Alamance, NC	robin@weaspireusa.com	Robin Hall	336-570-0158
W	Mercurial Global	2425 Lullwater Dr	Raleigh, NC	KerriMoltzon@Yahoo.com	Kerri Moltzon	919-621-0866
W	MV Electric, LLC	297 Yardarm Court	Stokesdale, NC	smv@mvelectricco.com	Via, Sheri	(336)420-3196
W	Simpson Electrical, Inc.	P.O. Box 61273	Durham, NC	melissa@simpsonelctricalnc.com	Simpson, Melissa	919-698-6048
W	Trident Electrical, Inc.	11517 Jordanus Drive	Raleigh, NC	annettesf58@gmail.com	Annette Franklin	919.427.6541

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## M/WBE FIRMS FOR CRANE

<b>ID</b>	<b>Company Name</b>	<b>Address</b>	<b>City, State</b>	<b>Email</b>	<b>Contact Name</b>	<b>Phone</b>
W	W & W Crane & Rigging, Inc.	PO Box 125	Randleman, NC	amy.mong@wandwcrane.com	Amy Mong	336-674-8053

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**Bid Sheet**  
for  
**2023 Ferric Sludge Dewatering Project**  
City of Greensboro  
Lake Townsend Water Treatment Plant  
Browns Summit, North Carolina

Item	Description	Unit	Quantity <sup>1</sup>	Unit \$	Dollar Price
1.	Mobilization	LS	----	----	

2.	Dewatering, Removal, and Disposal of Ferric Sludge	TN	3,200 <sup>2</sup>		
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**Total Bid:**

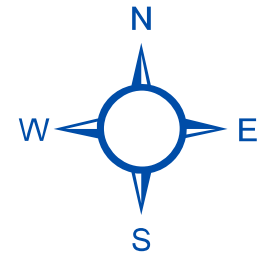
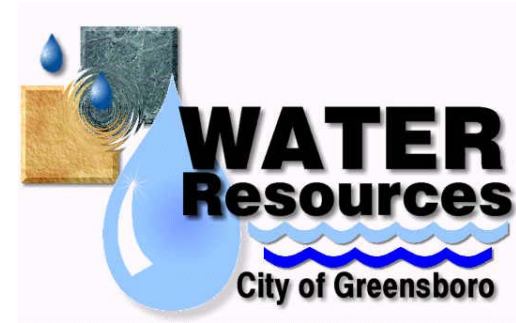
This is a unit price contract. Payment will only be made for the actual quantity removed, calculated based on the formula in this proposal.

**NOTE:**

1. Quantity is for Dry Tons.
2. This is an *estimated* quantity for dry sludge tonnage for City of Greensboro.
3. All entries must be completed.
4. All entries to include dollars and cents.
5. Contractor responsible to carry out and total.
6. No zero items will be accepted.
7. LS = Lump Sum
8. TN = Per Dry Ton



# Directions to Townsend Water Treatment Plant



Townsend Water Treatment Plant  
6269 Townsend Road  
Brown Summit, NC 27214  
(336) 373-7530

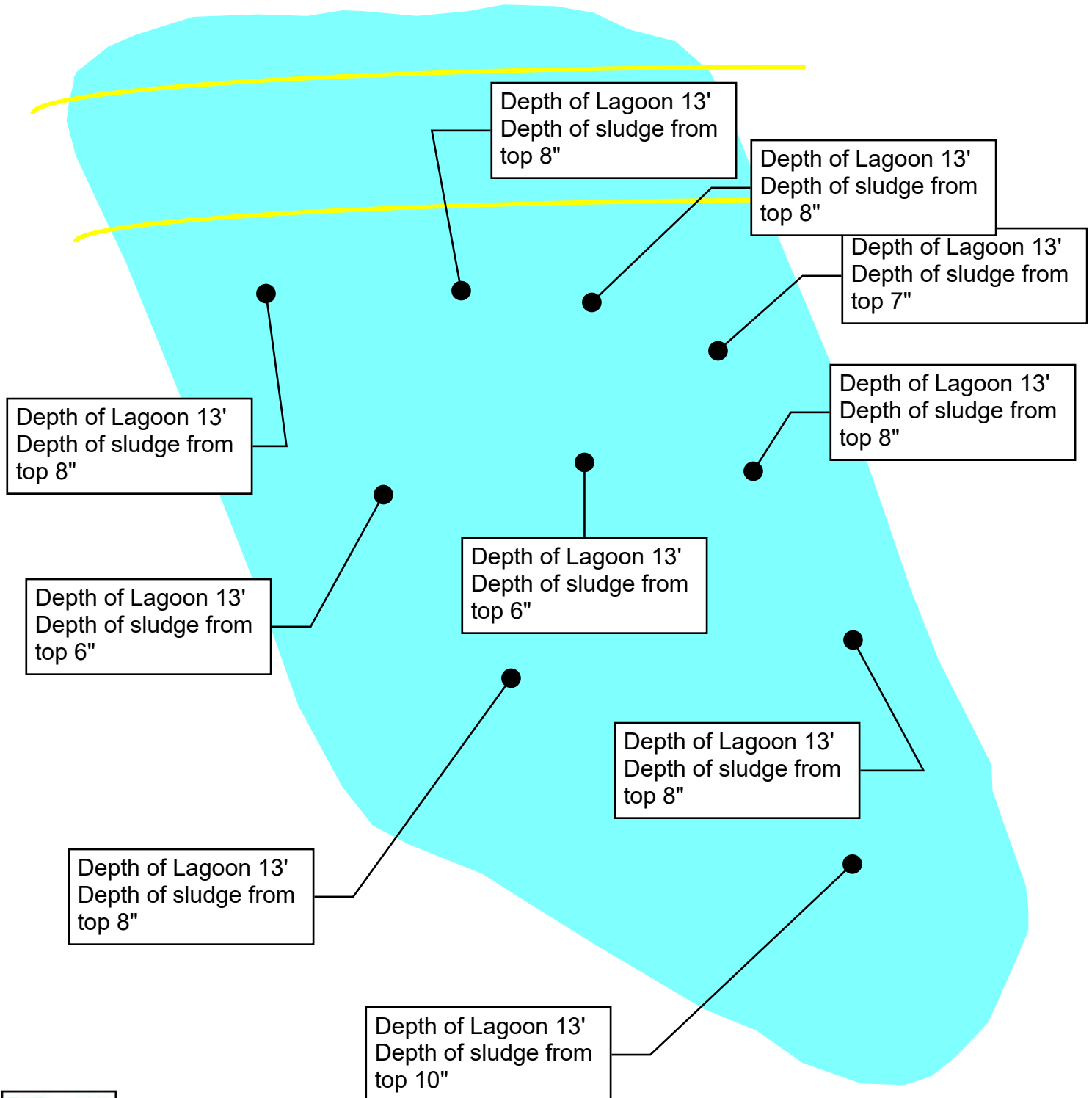
From I-40 East / West, I-85 North / South

Proceed north on US Hwy. 29 for about 10 miles  
Take the Summit Avenue exit past Hicone Road  
At stop sign turn left to cross back over US Hwy. 29  
At next stop sign turn left onto Summit Avenue  
Proceed about 1/4 mile & turn right onto Bryan Park Rd.  
Follow road into park, proceed past stone entrance  
Turn right onto Townsend Road follow road to end.  
Plant will be on the right across from the Marina.



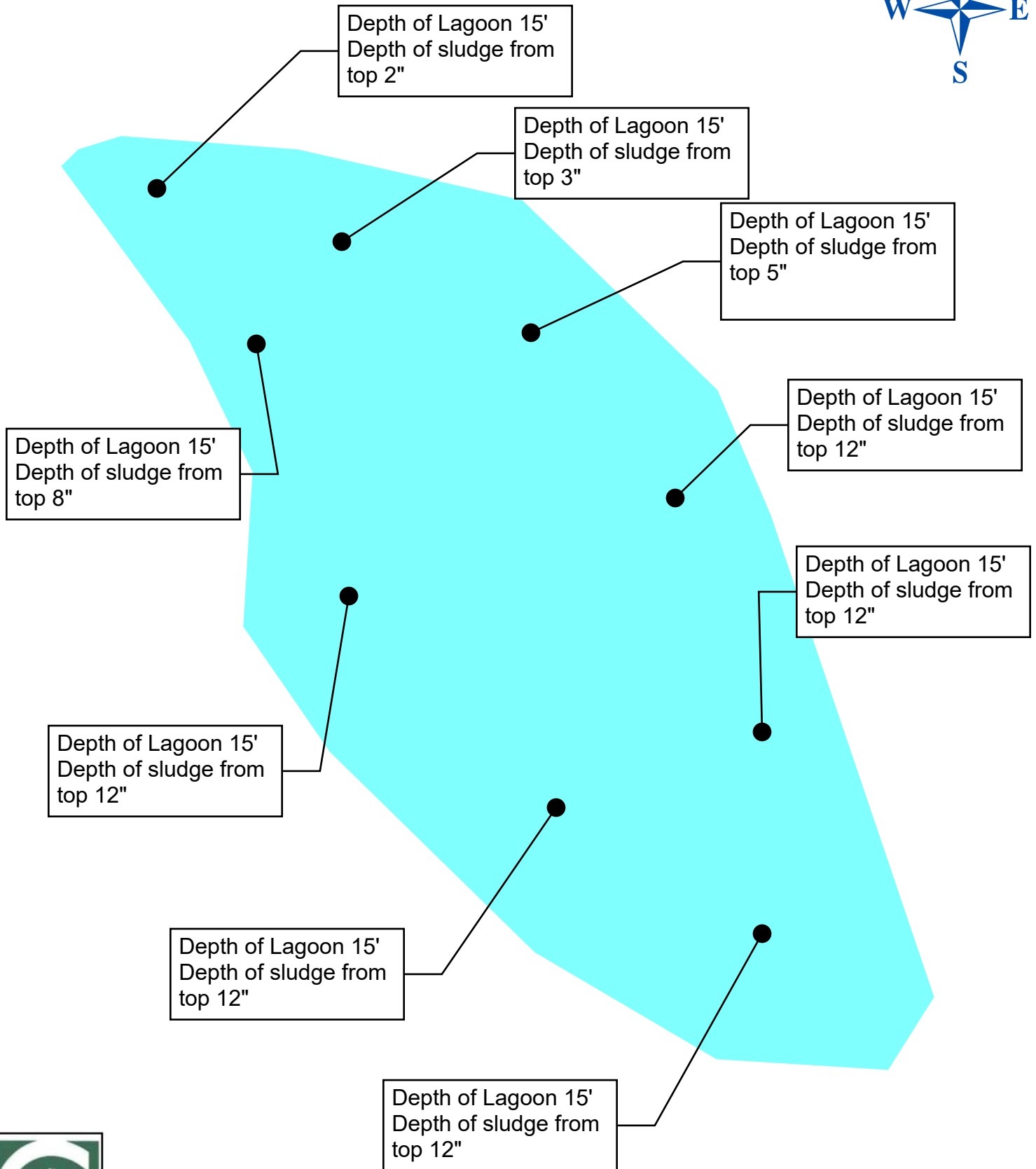
# TOWNSEND WATER TREATMENT PLANT LAGOON 1

ATTACHMENT 3A



Survey Date:  
August 2022

# TOWNSEND WATER TREATMENT PLANT LAGOON 2



Survey Date:  
August 2022

WATER RESOURCES  
 Lake Townsend WTP  
 Ferric Sludge Removal

# JOB TRUCK LOG

**ATTACHMENT 4**  
 Company:

	Date to Landfill	Time	Weight			% Solids	Dry Tons	Dewater Charge
			Gross lbs.	Tare lbs.	Net Tons			
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

**TOTAL:**  
**TRUCKS: 40**  
**AVERAGE:**

**WET TOTAL:**  
**DRYTOTAL:**                      **After 40 Trucks**



**Meritech, Inc.**  
**Environmental Laboratory**  
Laboratory Certification No. 165

Contact: Brian Boyd  
Client: City of Greensboro  
2602 S. Elm Eugene St  
Greensboro, NC 27406

Page 1  
Report Date: 8/17/2022

Date Sample Rcvd: 7/28/22

Meritech Work Order # 072822124      Sample: Townsend Sludge Lagoon Grab      7/28/2022

### 1311 - TCLP Metals

<u>Parameter</u>	<u>Results</u>	<u>Analysis Date</u>	<u>Det. Limit</u>	<u>Reg. Limit</u>	<u>Method</u>
Arsenic	<0.100 mg/L	8/16/2022	0.100	5.0	EPA 200.7
Barium	0.284 mg/L	8/16/2022	0.050	100.0	EPA 200.7
Cadmium	<0.020 mg/L	8/16/2022	0.020	1.0	EPA 200.7
Chromium	<0.050 mg/L	8/16/2022	0.050	5.0	EPA 200.7
Lead	<0.100 mg/L	8/16/2022	0.100	5.0	EPA 200.7
Mercury	<0.02 mg/L	8/2/2022	0.02	0.2	EPA 245.1
Selenium	<0.100 mg/L	8/16/2022	0.100	1.0	EPA 200.7
Silver	<0.050 mg/L	8/16/2022	0.050	5.0	EPA 200.7

### TCLP Organics

<u>Parameter</u>	<u>Results</u>	<u>Analysis Date</u>	<u>Reporting Limit</u>	<u>Method</u>
Volatiles 8260	Attached	8/2/2022	-	8260
Semi Vol. 8270	Attached	8/11/2022	-	8270

### Other Tests

<u>Parameter</u>	<u>Results</u>	<u>Analysis Date</u>	<u>Reporting Limit</u>	<u>Method</u>
Cyanide, total	<0.500 mg/kg	8/4/2022	0.500 mg/kg	EPA 335.4
Sulfide	<10.0 mg/kg	7/29/2022	10.0 mg/kg	SM4500S2D
Flashpoint	>140 °F	7/29/2022	-	EPA 1020C
pH	7.0 S.U.	7/29/2022	1.0 - 14.0 S.U.	SM 4500 HB



**Meritech, Inc.**  
**Environmental Laboratory**  
Laboratory Certification No. 165

Contact: Brian Boyd  
Client: City of Greensboro  
2602 S. Elm Eugene St  
Greensboro, NC 27406

Page 2  
Report Date: 8/17/2022

Date Sample Rcvd: 7/28/22

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Meritech Work Order # 072822124      Sample: Townsend Sludge Lagoon Grab      7/28/2022

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**1311 - TCLP Pesticides & Herbicides**

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**Pesticide - SW-846 8081A**

<b><u>Parameter</u></b>	<b><u>Results</u></b>	<b><u>Analysis Date</u></b>	<b><u>Det. Limit</u></b>	<b><u>Reg. Limit</u></b>	<b><u>Dilution Factor</u></b>
Endrin	Attached	-	-	-	-
Chlordane	Attached	-	-	-	-
Toxaphene	Attached	-	-	-	-
Methoxychlor	Attached	-	-	-	-
Heptachlor	Attached	-	-	-	-
Lindane	Attached	-	-	-	-

**Herbicides - SW-846 8151A**

<b><u>Parameter</u></b>	<b><u>Results</u></b>	<b><u>Analysis Date</u></b>	<b><u>Det. Limit</u></b>	<b><u>Reg. Limit</u></b>	<b><u>Dilution Factor</u></b>
2,4-D	Attached	-	-	-	-
2,4,5-TP (Silvex)	Attached	-	-	-	-

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*I hereby certify that I have reviewed and approve these data.*

  
\_\_\_\_\_  
Laboratory Representative





# MERITECH, INC.

## Environmental Laboratories

Laboratory Certificate #165

Client: City of Greensboro  
 Project: Townsend WTP Sludge  
 Client Sample ID: Townsend Sludge Lagoon  
 Sample Collection: 07/28/22  
 Meritech Sample ID: 072822124

### 1311 - TCLP Organics

#### Volatiles: SW-846 8260

Analysis: 08/02/22  
 Analyst: VWV

Extraction: 08/01/22  
 Report Date: 08/03/22

<u>Parameter</u>	<u>Result</u>	<u>Units</u>	<u>Det. Limit</u>	<u>Reg. Limit</u>	<u>Dilution Factor</u>
Benzene	< 0.0100	mg/L	0.0100	0.50	10
Carbon Tetrachloride	< 0.0100	mg/L	0.0100	0.50	10
Chlorobenzene	< 0.0100	mg/L	0.0100	100	10
Chloroform	< 0.0100	mg/L	0.0100	6.0	10
1,2-Dichloroethane	< 0.0100	mg/L	0.0100	0.50	10
1,1-Dichloroethene	< 0.0100	mg/L	0.0100	0.70	10
Methyl Ethyl Ketone	< 0.100	mg/L	0.100	200	10
Tetrachloroethylene	< 0.0100	mg/L	0.0100	0.70	10
Trichloroethene	< 0.0100	mg/L	0.0100	0.50	10
Vinyl Chloride	< 0.0200	mg/L	0.020	0.20	10

#### Semi-Volatiles: SW-846 8270

Analysis: 08/11/22  
 Analyst: PM

Extraction: 08/01/22  
 Report Date: 08/11/22

<u>Parameter</u>	<u>Result</u>	<u>Units</u>	<u>Det. Limit</u>	<u>Reg. Limit</u>	<u>Dilution Factor</u>
1,4-Dichlorobenzene	<0.100	mg/L	0.100	7.5	10
Hexachlorobenzene	<0.100	mg/L	0.100	0.13	10
Hexachloro-1,3-butadiene	<0.100	mg/L	0.100	0.5	10
Hexachloroethane	<0.100	mg/L	0.100	3.00	10
o-cresol	<0.100	mg/L	0.100	200	10
m&p-cresol	<0.200	mg/L	0.200	200	10
Total cresols	<0.300	mg/L	0.300	200	10
Nitrobenzene	<0.100	mg/L	0.100	2.00	10
Pentachlorophenol	<0.500	mg/L	0.500	100	10
Pyridine	<0.100	mg/L	0.100	5.0	10
2,4,5-Trichlorophenol	<0.100	mg/L	0.100	400	10
2,4,6-Trichlorophenol	<0.100	mg/L	0.100	2.00	10
2,4-Dinitrotoluene	<0.100	mg/L	0.100	0.13	10

I hereby certify that I have reviewed and approve these data.

Laboratory Representative



**SUMMIT**  
ENVIRONMENTAL TECHNOLOGIES, INC  
Analytical Laboratories

Summit Environmental Technologies, Inc.  
3310 Win St.  
Cuyahoga Falls, Ohio 44223  
TEL: (330) 253-8211 FAX: (330) 253-4489  
Website: <http://www.settek.com>

WO#: 22080206  
Date Reported: 8/10/2022  
Company: Meritech Environmental Laboratories  
Address: 642 Tamco Rd.  
Reidsville NC 27320  
Received: 8/3/2022  
Project#: 072822-124

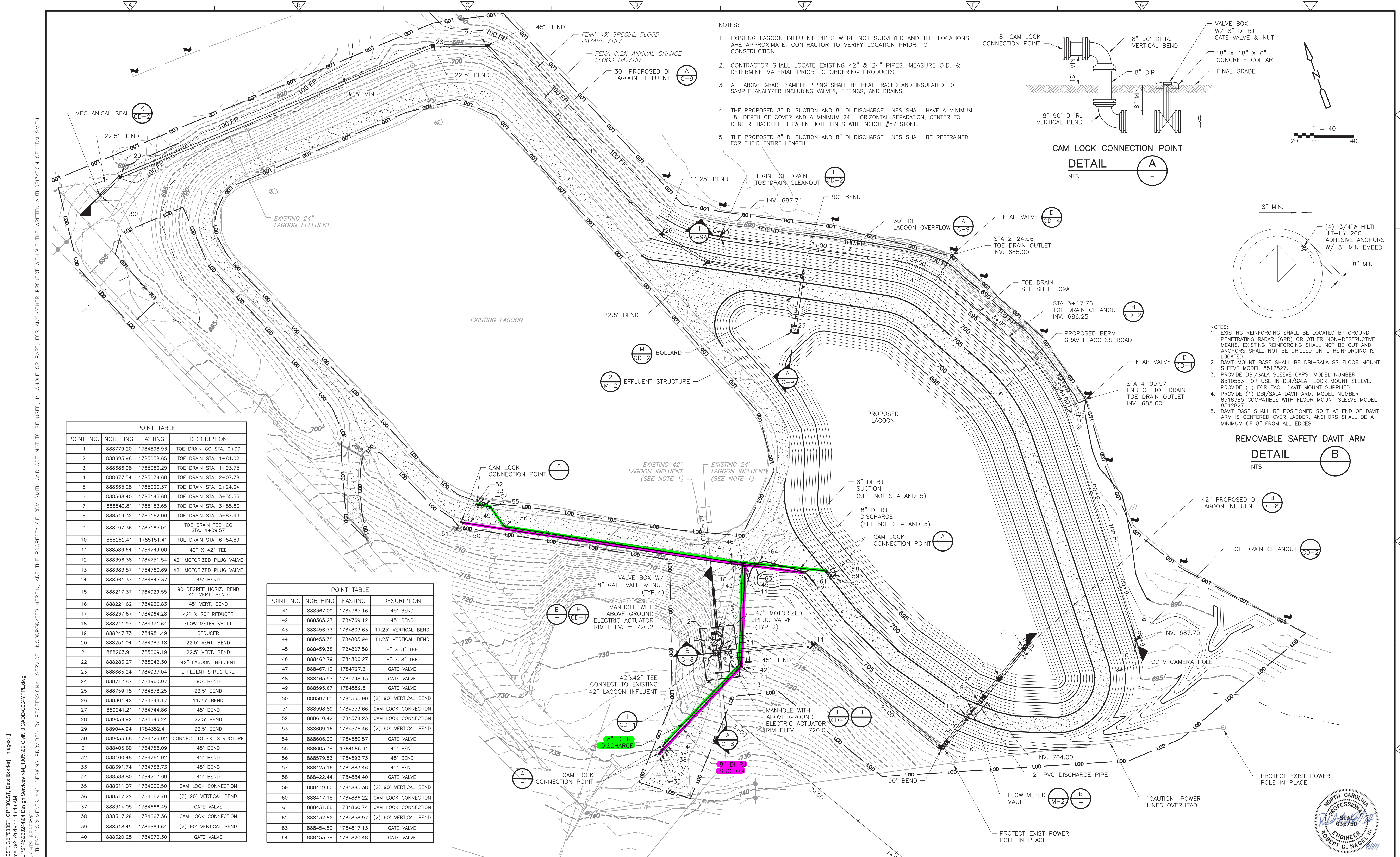
**TCLP Pesticides Analysis (SW1311/8081)**

Client ID#	Lab ID#	Collected Analyte	Rep Lmt	Result	Units	Matrix	Method	DF	RegLvl	Run	Analyst
072822-124	001	7/28/2022 Chlordane, total	25.0	ND	µg/L	Solid	EPA 8081B	10	30.0	8/9/2022	PGP
072822-124	001	7/28/2022 Toxaphene	50.0	ND	µg/L	Solid	EPA 8081B	10	500	8/9/2022	PGP
072822-124	001	7/28/2022 Endrin	5.00	ND	µg/L	Solid	EPA 8081B	10	20.0	8/9/2022	PGP
072822-124	001	7/28/2022 gamma-BHC	5.00	ND	µg/L	Solid	EPA 8081B	10	400	8/9/2022	PGP
072822-124	001	7/28/2022 Heptachlor	5.00	ND	µg/L	Solid	EPA 8081B	10	8.00	8/9/2022	PGP
072822-124	001	7/28/2022 Heptachlor epoxide	5.00	ND	µg/L	Solid	EPA 8081B	10	8.00	8/9/2022	PGP
072822-124	001	7/28/2022 Methoxychlor	5.00	ND	µg/L	Solid	EPA 8081B	10	10000	8/9/2022	PGP

**TCLP Herbicides by EPA 8321B**

Client ID#	Lab ID#	Collected Analyte	Rep Lmt	Result	Units	Matrix	Method	DF	RegLvl	Run	Analyst
072822-124	001	7/28/2022 2,4-D	0.500	ND	mg/L	Solid	EPA 8321B	50	10.0	8/9/2022	PGP
072822-124	001	7/28/2022 2,4,5-TP	0.500	ND	mg/L	Solid	EPA 8321B	50	1.00	8/9/2022	PGP

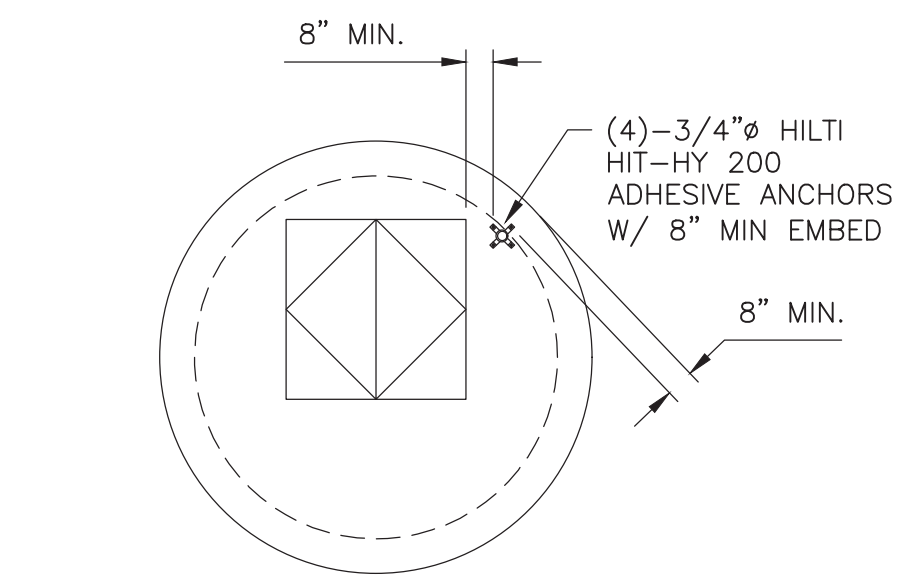
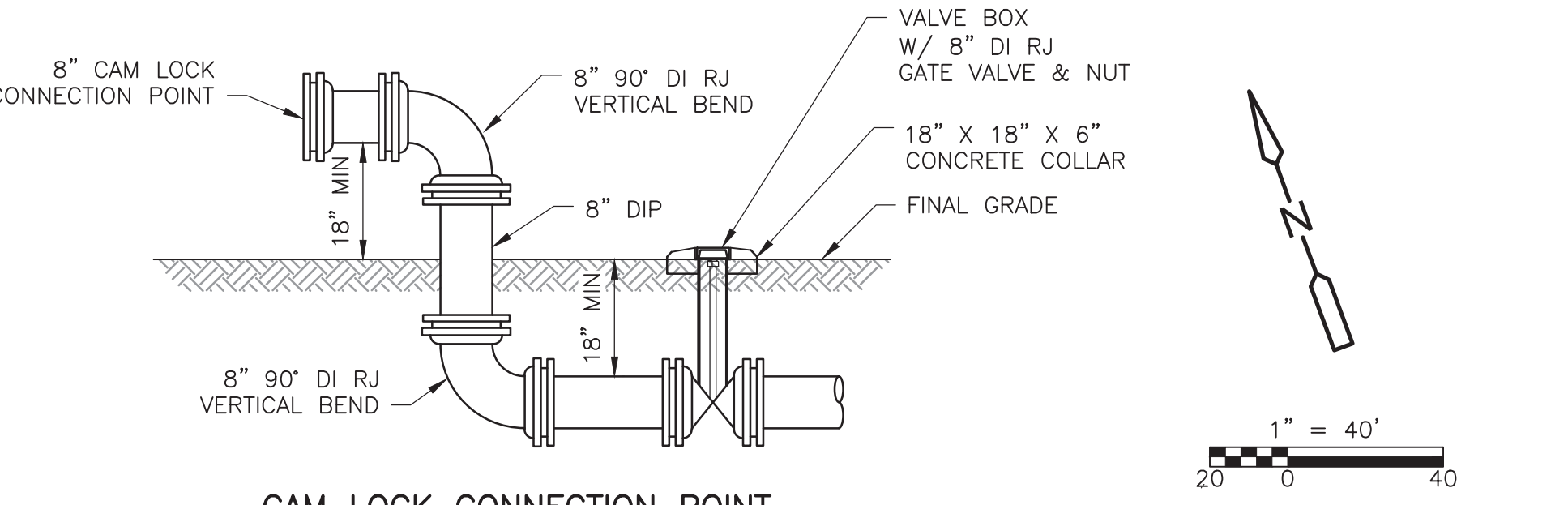




POINT NO.	NORTHING	EASTING	DESCRIPTION
1	888779.20	1784898.93	TOE DRAIN CO STA. 0+00
2	888693.98	1785058.65	TOE DRAIN STA. 1+81.02
3	888686.98	1785069.29	TOE DRAIN STA. 1+93.75
4	888677.54	1785079.68	TOE DRAIN STA. 2+07.78
5	888665.28	1785090.37	TOE DRAIN STA. 2+24.04
6	888568.40	1785145.60	TOE DRAIN STA. 3+35.55
7	888549.81	1785153.65	TOE DRAIN STA. 3+55.80
8	888519.32	1785162.06	TOE DRAIN STA. 3+87.43
9	888497.36	1785165.04	TOE DRAIN TEE, CO STA. 4+09.57
10	888252.41	1785151.41	TOE DRAIN STA. 6+54.89
11	888366.64	1784749.00	42" X 42" TEE
12	888396.38	1784751.54	42" MOTORIZED PLUG VALVE
13	888383.57	1784760.69	42" MOTORIZED PLUG VALVE
14	888361.37	1784845.37	45° BEND
15	888217.37	1784929.55	90 DEGREE HORIZ. BEND 45° VERT. BEND
16	888221.62	1784936.83	45° VERT. BEND
17	888237.67	1784964.28	42" X 20" REDUCER
18	888241.97	1784971.64	FLOW METER VAULT
19	888247.73	1784981.49	REDUCER
20	888251.04	1784987.18	22.5° VERT. BEND
21	888263.91	1785009.19	22.5° VERT. BEND
22	888283.27	1785042.30	42" LAGOON INFLUENT
23	888665.24	1784937.04	EFFLUENT STRUCTURE
24	888712.87	1784963.07	90° BEND
25	888759.15	1784878.25	22.5° BEND
26	888801.42	1784844.17	11.25° BEND
27	889041.21	1784744.86	45° BEND
28	889059.92	1784693.24	22.5° BEND
29	889044.94	1784352.41	22.5° BEND
30	889033.68	1784326.02	CONNECT TO EX. STRUCTURE
31	888405.60	1784758.09	45° BEND
32	888400.48	1784761.02	45° BEND
33	888391.74	1784758.73	45° BEND
34	888388.80	1784753.69	45° BEND
35	888311.07	1784660.50	CAM LOCK CONNECTION
36	888312.22	1784662.78	(2) 90° VERTICAL BEND
37	888314.05	1784666.45	GATE VALVE
38	888317.29	1784667.36	CAM LOCK CONNECTION
39	888318.45	1784669.64	(2) 90° VERTICAL BEND
40	888320.25	1784673.30	GATE VALVE

POINT NO.	NORTHING	EASTING	DESCRIPTION
41	888367.09	1784767.16	45° BEND
42	888365.27	1784769.12	45° BEND
43	888456.33	1784803.63	11.25° VERTICAL BEND
44	888455.38	1784805.94	11.25° VERTICAL BEND
45	888459.38	1784807.58	8" X 8" TEE
46	888462.79	1784806.27	8" X 8" TEE
47	888467.10	1784797.31	GATE VALVE
48	888463.97	1784798.13	GATE VALVE
49	888595.67	1784559.51	GATE VALVE
50	888597.65	1784555.90	(2) 90° VERTICAL BEND
51	888598.89	1784553.66	CAM LOCK CONNECTION
52	888610.42	1784574.23	CAM LOCK CONNECTION
53	888609.16	1784576.46	(2) 90° VERTICAL BEND
54	888606.90	1784580.57	GATE VALVE
55	888603.38	1784586.91	45° BEND
56	888579.53	1784593.73	45° BEND
57	888425.16	1784883.46	45° BEND
58	888422.44	1784884.40	GATE VALVE
59	888419.60	1784885.38	(2) 90° VERTICAL BEND
60	888417.18	1784886.22	CAM LOCK CONNECTION
61	888431.88	1784860.74	CAM LOCK CONNECTION
62	888432.82	1784858.97	(2) 90° VERTICAL BEND
63	888454.80	1784817.13	GATE VALVE
64	888455.78	1784820.48	GATE VALVE

- NOTES:
- EXISTING LAGOON INFLUENT PIPES WERE NOT SURVEYED AND THE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL LOCATE EXISTING 42" & 24" PIPES, MEASURE O.D. & DETERMINE MATERIAL PRIOR TO ORDERING PRODUCTS.
  - ALL ABOVE GRADE SAMPLE PIPING SHALL BE HEAT TRACED AND INSULATED TO SAMPLE ANALYZER INCLUDING VALVES, FITTINGS, AND DRAINS.
  - THE PROPOSED 8" DI SUCTION AND 8" DI DISCHARGE LINES SHALL HAVE A MINIMUM 18" DEPTH OF COVER AND A MINIMUM 24" HORIZONTAL SEPARATION, CENTER TO CENTER. BACKFILL BETWEEN BOTH LINES WITH NCDOT #57 STONE.
  - THE PROPOSED 8" DI SUCTION AND 8" DI DISCHARGE LINES SHALL BE RESTRAINED FOR THEIR ENTIRE LENGTH.



- NOTES:
- EXISTING REINFORCING SHALL BE LOCATED BY GROUND PENETRATING RADAR (GPR) OR OTHER NON-DESTRUCTIVE MEANS. EXISTING REINFORCING SHALL NOT BE CUT AND ANCHORS SHALL NOT BE DRILLED UNTIL REINFORCING IS LOCATED.
  - DAVIT MOUNT BASE SHALL BE DBI-SALA SS FLOOR MOUNT SLEEVE MODEL 8512827.
  - PROVIDE DBI/SALA SLEEVE CAPS, MODEL NUMBER 8510553 FOR USE IN DBI/SALA FLOOR MOUNT SLEEVE. PROVIDE (1) FOR EACH DAVIT MOUNT SUPPLIED.
  - PROVIDE (1) DBI/SALA DAVIT ARM, MODEL NUMBER 8518385 COMPATIBLE WITH FLOOR MOUNT SLEEVE MODEL 8512827.
  - DAVIT BASE SHALL BE POSITIONED SO THAT END OF DAVIT ARM IS CENTERED OVER LADDER. ANCHORS SHALL BE A MINIMUM OF 8" FROM ALL EDGES.

REMOVABLE SAFETY DAVIT ARM  
DETAIL B  
NTS

XREFS: ICDMS\_2438\_CPR0001ST\_CPR0001ST\_DetailBorders Images: I  
 Last saved by: BOGGSRR Time: 3/21/2019 11:46:13 AM  
 P:\V\CDM Smith\CDM Smith\Projects\2019\201904\Design Services\2438\CDM Smith\201904\YPPPL.dwg  
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DESIGNED BY: R. NAGEL  
 DRAWN BY: J.D. / O.N.  
 SHEET CHK'D BY: R. NAGEL  
 CROSS CHK'D BY: W. DOWBIGGIN  
 APPROVED BY: R. NAGEL  
 DATE: AUGUST 2019



CITY OF GREENSBORO, NORTH CAROLINA  
 TOWNSEND WTP LAGOON NO. 2

PROPOSED YARD PIPING PLAN

PROJECT NO. 6145-23244  
 FILE NAME: C004YPPPL  
 SHEET NO. C-4