

## **Request for Bids**

### **For Mechanical Refractory Incinerator Inspection Maintenance and Support Services March 22, 2024**

#### **1. SUMMARY**

**1.1. Request for Bids:** The City of Greensboro Water Resources Department is soliciting bids from North Carolina licensed mechanical contractors (firms) to provide all labor, equipment, material, and supervision for mechanical refractory incinerator inspection services at the City of Greensboro’s Water Reclamation Plant. The intent of this procurement is to establish a 2-year on-call contract(s) to provide mechanical refractory incinerator inspection maintenance and support services for the Water Resource Department.

**1.2. Introduction and Background:** The City of Greensboro Water Resources Department Mechanical Refractory Incinerator Inspection services were previously performed under similar contracts. To assist with annual inspections and maintenance issues that have been occurring on the incinerators, we are seeking on-call contract(s) for the refractory incinerator inspection work. The selected vendor(s) at a minimum will provide services that include but are not limited to: structural inspections, refractory inspection and rehabilitation, and inspection of process equipment.

- a. **Services To Be Provided:** Services will generally consist of inspections for preventative maintenance and equipment troubleshooting. For the Incinerator this will include annual inspections for air permit compliance, as well as maintenance inspections for the incinerator and their equipment at the water reclamation plant.

Refer to “Attachment B” for more information on some of the typical work that may be needed through this contract.

#### **2. ENVISIONED SCOPE SERVICES**

**2.1. Scope of Services:** The Basic Scope of Services, as currently envisioned by the City includes but is not limited to planned mechanical refractory incinerator inspection services, to include equipment and preventative maintenance inspections. In addition, the selected firm(s) will provided any/all refractory rehabilitation required on the incinerator equipment via a Work Order.

These contracts are on-call contracts and are on an as-needed basis. When contacted about

a job to be performed under these contracts, the contractor must respond within 2 hours for emergency request and within 24 hours for non-emergency request. The contractors must provide a schedule and/or availability to do the work. Annual budget amounts for the contract will be determined by the department and specified in the contract per fiscal year.

The City is not anticipating that the work under these contracts will be performed on nights, weekends, or holidays; however, if this occurs we will communicate the urgency to the contractor during our initial contact. At that time, the contractor and the City will determine the schedule for the work.

A Work Order will be issued for each project/job that is needed. See “Attachment D” for the Work Order template. Please note when submitting a Work Order, you must use the estimate worksheet within the work order spreadsheet showing the hours, rates, etc. In addition, once the work is complete a copy of the City of Greensboro Sales Tax Form (see “Attachment E”) must be submitted with the invoice.

On-call vendors must complete the City’s Contractor Liability Forms (see “Attachment H”) for each Work Order assigned to them. All On-call vendors are also required to follow all state and local safety requirements.

Knowledge and experience working on a variety of mechanical refractory incinerator inspection, maintenance and repair projects is required.

### **3. REQUEST FOR BIDS SUBMITTAL REQUIREMENTS**

**3.1.** The City of Greensboro Water Resources Engineering Division is issuing this Request for Bids. Any questions concerning this Request for Bids shall be submitted in writing and addressed to Monica Jarrett, Water Resources, Engineering Division, by mail to the address below or by email to [Monica.jarrett@greensboro-nc.gov](mailto:Monica.jarrett@greensboro-nc.gov). The deadline for questions will be 12:00 PM on April 10, 2024. All questions will be answered by Addenda(s) that must be acknowledged with your bid submittal.

**3.2. Please submit Bids**, to the City of Greensboro **no later than 3:00 PM, April 18, 2024** to the attention of:

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

**Item\Date**

- An urged and caution Pre-Bid meeting will be held on April 4, 2024 at 11:00 AM in the TZO Water Reclamation Conference room located in the TZO Administration Building (2350 Huffine Mill Road, McLeansville, NC). The Pre-Bid is highly recommended for those intending to submit a bid as you will be able to see the incinerators that will be worked on under this contract. As per the City's common practice, meeting minutes from the Pre-Bid will be provided via an Addendum.
- Bid Opening will be at 3:00 PM on April 18, 2024 in the TZO Water Reclamation Conference room located in the TZO Administration Building (2350 Huffine Mill Road, McLeansville, NC).
- City Issues Notice-To-Proceed On or before July15, 2024.
- Complete Projects On or before July 15, 2026, which will be the contract end date.

**3.3. Bid Proposal Organization:** To facilitate the City's Bid from different Contractors, submitting firms are requested to organize their submittal using a standardized format. Each Bid should contain the following:

- a) **Transmittal Letter:** A transmittal letter prepared on the firm's business stationery must accompany the Bid submittal. The purpose of this letter is to transmit the Bid; 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 Bid 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. See "Attachment F" for example insurance forms.

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 Request for Bids.

- b) **Contractor's Description of Scope of Services:** The Bid Proposal shall include a list, in detail, the full scope of services you are capable of providing to successfully complete the solicitation for support services. Please also include a list of equipment and skill sets within your proposal to help us identify the types of work that each company can perform. If your firm is unable to provide all of the duties under a specific scope of work and will need to utilize subcontractor, the firm should make every reasonable effort to solicit and use M/WBE firms. Please coordinate and work with the M/WBE office to obtain a list of the potential M/WBE firms for the needed services.



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

- c) **Company Profile:** Complete the Company Profile form found in “Attachment B”. Please include the name of the company’s main contact and a phone number for all work that is to be done under these contracts. Also, please note: If the Proposer is a local office of a parent company, the information is to be provided on the local office only who will be managing this contract, not on the parent organization, unless the parent organization is the Proposer.
- d) **Contractor’ License and Bonding:** Enclose a copy of the proposer’s contracting license as well as a copy of the contractor license for any subcontractors proposed. For mechanical applicants and subcontractors, a Class I level license is required for all structures. For structural applicants and subcontractors, a general contractor license is required (per NC General Statute 87-1). For welding, all welding shall be performed by a certified welder.
- e) **Rate Proposal:** The Hourly Rate Proposal Form with signature page (form found in “Attachment C” of the Request for Bids) shall be filled out completely in ink or typed on the Hourly Rate Proposal Form. Any erasures and/or alterations to the Proposer's rate proposal shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Hourly Rate Proposal Form are permitted.

Include the following quoted pricing:

1. Quoted hourly rates
2. Equipment Rates (including owned equipment)
3. Subcontractor Mark-up Percentage (over actual invoice costs)
4. Materials and Equipment Rental Mark-up Percentage (over actual invoice costs)

Please note that these contracts do not allow for year-to-year escalation on labor rates, therefore, you must account for this in your proposal/unit rate.

The Hourly Rate Proposal Form, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer of the corporation.

The Hourly Rate Proposal is to be submitted in a sealed envelope. The envelope shall have the Proposer's name, the project name and the proposer’s contractor



license number prominently displayed, together with the words "HOURLY RATE PROPOSAL".

f) **Minority/Woman Business Enterprise (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, and Yadkin.

g) **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 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.”

See Attachment G for M/WBE Participation Requirements, as well as the M/WBE Affidavits C1, E1, and G.

#### 4. Bid Submittal Evaluation and Selection

**4.1. Proposal Evaluation:** Submitted proposals will be rated based on lowest responsive, responsible bidder based on hourly labor rates. The mark-ups will be negotiated with the lowest responsive, responsible bidder.

**4.2. Selection:** The City of Greensboro anticipates awarding up to 2 contracts for Mechanical Refractory Incinerator Inspection Maintenance and Support Services.

Please note that each contract awarded under this Request for Bids will be a total of \$200,000.00 or less for the entire contract term.

#### 5. General Provisions

**5.1. Terms and Conditions of the Contract:** The City will utilize the 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 12:00 PM on April 10, 2024. 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 or all proposals, in whole or in part, received as a result of this bid solicitation and; to waive minor irregularities, 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 contract over the term of the contractual service agreement.

- 5.6. Request for Bids Cancellation:** The City of Greensboro may cancel this Request for Bids, 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 July 15, 2026. The City of Greensboro reserves the right to request time-only extensions, on an annual basis if both parties agree and funds are remaining on the contract.
- 6. Schedule for the Selection Process:** The following is the anticipated schedule for the selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues Request for Bids	March 22, 2024
Pre-Bid Meeting	11:00 AM on April 4, 2024
Completed Bids due to City	Must be received by the City no later than 3:00 PM on April 18, 2024
City opens Bids	3:00 PM on April 18, 2024
City reviews Bids and selects Contractor(s)	On or before May 2, 2024
Complete contract negotiations with selected Contractor(s)	On or before May 10, 2024
Submittal of complete and signed Contract documents by the selected Contractor(s) to the City.	On or before May 17, 2024
City formal approval and signature of Contract(s)	On or before July 15, 2024
Written Notice-To-Proceed (NTP)	On or before July 15, 2024

**End of Request for Bid**

# ATTACHMENT

A



**CONTRACT FOR CITY OF GREENSBORO**  
**“Project Title”**  
**CITY OF GREENSBORO CONTRACT #**  
**CONTRACT DATED \_\_\_\_\_, 2024**

This contract is made and entered into as of the \_\_\_th day of \_\_\_\_\_ 2024, by the City of Greensboro (“City”) and **Contractor**, ( ) corporation, (  ) a professional corporation, (  ) a professional association, (  ) a limited partnership, (  ) a sole proprietorship, or (  ) a general partnership; organized and existing under the laws of the State of North Carolina. **The date of commencement of the Work shall be fixed in a Notice To Proceed issued by the City.** The Contractor shall achieve Substantial Completion of the entire Work no later than **\*\*consecutive calendar** days from the date of commencement

**Sec. 1. Background and Purpose.** “Description Of Work”

**Sec. 2. Services and Scope to be Performed.** The Contractor in this contract is to **“Perform work related to Mechanical Refractory Incinerator Inspection Maintenance and Support Services in accordance with the project documents.”** “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3 Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as follows: \_\_\_\_\_ and \_\_\_/100 (\$ \_\_\_\_\_). Compensation shall not exceed **\$XXX in FY 2023-2024, \$XXX in FY 2024-2025 and \$XXX in FY 2025-2026.** Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

**Sec. 5. Contractor’s Billings to City.** Contractor shall submit three (3) original pay requests to the City project manager by the twentieth of each month to expedite payment. It is suggested the Contractor’s superintendent meet with the City’s construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the following items, all submitted on AIA G702 Application and Certificate or like forms (digital forms may be available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of
- e. City of Greensboro MWBE Appendix H, M/WBE Utilization Report showing MWBE Vendor and amount paid out for the month.

Invoices that are itemized in the tax table. Submit notarized originals. **\*If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.**

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment around the First(1st) of the month if received by the Twentieth. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include all close out documents as listed here:

- a. Certificate of Substantial Completion (3 copies)

- b. Consent of Surety Company to Final Payment
- c. Contractors Affidavit of Release of Liens
- d. Affidavit of Final Payment of Debts and Claims (notarized original with all fields complete)
- e. A letter from the Contractor stating that they have submitted all applicable sales taxes related to the project

**Sec. 6. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$1,000,000 per occurrence /\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate
Pollution Liability	\$2,000,000
Products & Completed Operations	\$1,000,000 per occurrence/\$2,000,000 aggregate
(Products and completed operations coverage are to be maintained for one (1) year after the date of Substantial Completion.)	
Property Damage	\$1,000,000 per occurrence/\$2,000,000 aggregate
(This shall include Fire, extended coverage, and Vandalism and Malicious Mischief on buildings and structures while in the course of construction.)	

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured on the Contractor's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Contractor will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The Contractor will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Contractor fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements. All those doing business with the City must have a current **Privilege License** issued by the City of Greensboro.

**Sec. 7. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 8. Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

- Attachment A: Hourly Rate Sheets
- Attachment B: Work Order and Cost Estimate Form
- Attachment C: Contract Sales Tax Certificate

Attachment D: Contractor Liability Forms  
Attachment E:  
Attachment F:

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

**Sec. 9. Notice.** (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Greensboro (Monica Jarrett)  
2602 S Elm-Eugene St  
Greensboro, NC 27406  
Fax Number: (336) 412-6305

To the Contractor:

Fax Number:

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec.10. Indemnification.**

The Consultant shall indemnify, defend, save, and hold harmless, the City and all of its officers, agents, or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, Because of, or due to the sole negligent act(s) or occurrence(s) of omission or commission of the Consultant, its Sub-consultants, agents, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Greensboro, its agents, officers, and employees with legal counsel reasonably acceptable to City.

**Sec. 11. Miscellaneous.**

(a) Choice of Law and Forum. This contract shall be deemed made in Guilford County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all

applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations includes all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Termination for Convenience. The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

(m) Right to Inspect Clause. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine and copy all such books, records and other documents of Consultant for the purpose of ensuring compliance with the terms of this contract for the current fiscal year plus three years.

(n) Allowances.

A. Contingency Allowance

1. Contractor shall use the contingency allowance only as directed by the Architect or Owner's representative for the purposes of completing the scope of work in this contract and only by Change Orders that indicate amounts to be charged to the allowance.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, rental, and similar costs.
3. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins as outlined below.

(o) Change Orders. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Scope of Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. Any Change Order shall show on its face the adjustment in time for completion of the Project as a result of the change in the Work. Each Change Order shall include all costs related thereto, including cost breakdowns for the prime contractor's direct cost (including but not limited to supporting documents for all labor, materials, overhead, miscellaneous expenses and incidentals). If applicable, work to be performed by subcontractors shall include cost breakdowns and itemizations submitted directly by the subcontractor(s) on the subcontractor's stationary or letterhead to be included as supporting documentation to the change order cost requested (including but not limited to all labor, materials, overhead, miscellaneous expenses and incidentals). The Contractor shall submit a written and itemized proposal for each Change Order under consideration (Change Proposal Requests) within 10 working days of the change requiring the need for a receipt of a pricing request. Should the Contractor fail to submit the request for change within this time limit, the Owner reserves the right to reject the request including any work completed prior to the approval of the request for change order. The allowance for overhead and profit for changes shall be in accordance with the following schedule:

1. For the Contractor's work performed by the Contractor's own forces, 10 percent overhead and profit will be allowed for additive changes. A deduct of 5 percent shall be required for all deductive changes.
2. For work performed by the Contractor's Subcontractor, 5 percent overhead and profit will be allowed.

(P) **"The undersigned Respondent hereby certifies and agrees that the following information is correct:**

As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender or sex, age, marital status, sexual orientation, gender expression, gender identity, national origin, or on the basis of any mental or physical disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Market. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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 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.

**(Q) By acceptance and delivery of the goods and/or services pursuant to this contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes. Contracts entered into in violation of this requirement could be void.**

**(R) Iran Divestment Act Certification.** As of the date of this Agreement, the Consultant certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147- 86.55 *et. seq.* and that the Consultant will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Consultant certify that they are authorized by the Consultant to make this certification.

**(S) Divestment From Companies Boycotting Israel Act Certification**

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List - Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List.

ATTACHMENT

B

## COMPANY PROFILE FORM

COMPANY NAME: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

# OF YEARS IN BUSINESS: \_\_\_\_\_ NC Contractor's License No: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:  
\_\_\_\_\_

NAMES OF PRINCIPAL(S) AND TITLE(S): \_\_\_\_\_  
\_\_\_\_\_

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO CITY OF GREENSBORO: \_\_\_\_\_  
\_\_\_\_\_

COMPANY'S MAIN CONTACT NAME AND PHONE NUMBER: \_\_\_\_\_  
\_\_\_\_\_

INITIAL IF:            Minority Owned: \_\_\_\_\_  
                             Women Owned: \_\_\_\_\_  
                             Other Certified Historically Underutilized Business: \_\_\_\_\_

If so, provide, as attachment, a copy of the certification.

**FINANCIAL STATUS AND CLAIMS:**

Has the applicant, or any affiliate, ever been the subject of any of the following actions (any "Yes" answer will result in disqualification):

- a. Debarment ..... Yes \_\_\_ No \_\_\_
- b. Other action which resembles debarment ..... Yes \_\_\_ No \_\_\_

During the past five years, has the company ever filed for protection under the Federal bankruptcy laws?  
Yes \_\_\_\_\_ No \_\_\_\_\_

TYPE(S) OF WORK (check ALL that apply):

Description	Self Perform (prime)	Subcontract
Inspect Process Piping, Fittings, and Valves		
Inspect Hydraulic and/or Pneumatic Systems		
Inspection and Repair/replace/install Refractory Brick		
Infrared thermography		



**PARTNERING AND/OR SUBCONTRACTING**

If you selected, subcontractor for any of the types of work mentioned above, list the subcontractors name and indicate the MWBE status of the subcontractor.

Subcontractor's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

Subcontractor's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

Subcontractor's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

If you have partnered with a Supplier for materials and supplies, please list the suppliers name and indicate the MWBE status of the Supplier.

Supplier's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

Supplier's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

Supplier's name \_\_\_\_\_ County \_\_\_\_\_  
MWBE \_\_\_\_ Yes \_\_\_\_ No  
(If you are a MWBE, please provide a copy of the certification.)

OTHER COMMENTS / ADDITIONAL INFORMATION: \_\_\_\_\_

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

OTHER SERVICES THAT CAN BE PROVIDED:

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

Additional pages or information may be included that describe the capabilities and services of the firm not specifically mentioned above.



City of Greensboro  
North Carolina

ATTACHMENT

C

## HOURLY RATE PROPOSAL FORM

PROPOSER'S NAME: \_\_\_\_\_

FID NUMBER: \_\_\_\_\_

### HOURLY RATE PROPOSAL

DATE \_\_\_\_\_

We understand that by submitting this hourly rate proposal, we are agreeing to all of the terms and conditions of the City of Greensboro's Request for Bids. Below please find our quoted pricing under this Request for Bids.

#### 1 MECHANICAL REFRACTORY INCINERATOR INSPECTION FOR WATER RECLAMATION

1.1 Quoted Hourly Billing Rate for the following positions:

Position	Regular Hourly Rate	2 <sup>nd</sup> Shift Hourly Rate	Overtime Hourly Rate
Foreman/Superintendent	\$ _____	\$ _____	\$ _____
Refractory Brick Mason	\$ _____	\$ _____	\$ _____
Journeyman Pipefitter	\$ _____	\$ _____	\$ _____
Certified Welder	\$ _____	\$ _____	\$ _____
Laborer	\$ _____	\$ _____	\$ _____
Mechanical Technician	\$ _____	\$ _____	\$ _____
Infrared Scanner	\$ _____	\$ _____	\$ _____

1.2 Quoted Hourly Billing Rate for the following equipment (add owned equipment – if additional space is needed, please add another sheet to your bid package):

Equipment	Regular Hourly Rate
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

1.3 Trade Work to be performed by a subcontractor to the Underground Utilities Maintenance:  
Provide a quoted percentage mark-up that will apply to any quoted subcontractor costs.

Subcontractor's Mark-up/Percentage: \_\_\_\_\_ %  
 Material Mark-up/Percentage: \_\_\_\_\_ %  
 Equipment Mark-up/Percentage: \_\_\_\_\_ %

**HOURLY RATE PROPOSAL FORM (Cont.)**

Some trades will overlap between the disciplines, please fill in all rates relevant to the discipline and trade positions for the scope of work you are proposing on. The City reserves the right to request additional wage rate information from the Proposer.

---

We, the Proposer, understand that the Proposer's Contractor's license shall remain in force under this Hourly Rate Proposal submission.

We understand that the City of Greensboro reserves the right to award or not award a contract for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP.

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price and that the signatory is authorized to financially obligate the Proposer. Sign where applicable below.

SIGNED: \_\_\_\_\_

Corporate Seal

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT

D

## Mechanical Refractory Incinerator Inspection Maintenance Work Order

<b>Emergency Request:</b> <b>YES</b> <b>NO</b>		
Division:	Requester:	Date:
Contract Type:		Contract #:
Point of Contact:		Phone:
Work Location:		Contractor:
Estimate Only: <input type="checkbox"/> Yes <input type="checkbox"/> No	Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	Required Completion Date:
Work Order Number:	Approval Signature:	

**Requested Work:**

**Special Instructions:**

**Materials:**

**Estimated Cost:**

<b>Labor:</b>	<b>Material:</b>	<b>Equipment:</b>
<b>Other:</b>	<b>Total Estimate:</b>	
	\$ -	

**Estimated Timeframe of Work and any Additional Comments:**





ATTACHMENT

E

City of Greensboro  
 Department of Engineering & Inspections  
**Contract Sales Tax Certificate**

Contractor:  
 Contract No.  
 Improvement

Date:  
 Month of:

Invoice Date	Invoice #	Supplier	Type of Material	Cost of Material	2.00% County Tax	4.75% State Tax	County of
Total				-	-	-	

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

ATTACHMENT

F

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KK SYSTEM11	DATE (MM/DD/YYYY) 07/09/09
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Union Ins. Co.</b>	
		INSURER B: <b>Stonewood Ins. Co.</b>	
		INSURER C: <b>Columbia Casualty Company</b>	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPA0123799	12/27/08	12/28/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	Emp Ben.
A		AUTOMOBILE LIABILITY	CPA0123799	12/27/08	12/27/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	CPA0123799	12/27/08	12/27/09	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5202	12/27/08	12/27/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		Rent/Leased Equip	CPA0123799	12/27/08	12/27/09		100,000
C		Professional Liab	CPB254117792	08/01/08	08/01/09	2,000,000	25,000 Ret

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Greensboro is Additional Insured in regards General Liability policy provisions per form CLCG2012 attached.

15 Days notice of cancellation for non-payment of premium per NC statute.

**CERTIFICATE HOLDER**

**CANCELLATION**

<p style="text-align: center;">CITY011</p> <p>City of Greensboro PO Box 3136 Greensboro NC 27402</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Alana Harris</i></p>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

The City Of Greensboro  
P.O. Box 3136  
Greensboro, NC 27402

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ATTACHMENT

G

## **M/WBE Participation Requirements**

The Annual Aspirational Goals for participation in City contracts are based upon M/WBE availability by industry in accordance with the City's 2018 Disparity Study findings. The City of Greensboro has Annual Aspirational Goals for overall M/WBE participation in City contracts.

The M/WBE Program Plan defines Annual Aspirational Goals as a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of Greensboro contracts. 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. For a full definition of Annual Aspirational Goals, see section IV of the M/WBE Program Plan.

There are no contract specific M/WBE participation Goals assigned to this contract. While there are no M/WBE Goals assigned to this contract, the Respondent should make every reasonable effort to solicit M/WBE firms to participate as subcontractors, service providers and suppliers in the contract.

If a Respondent subcontracts any portion of the contract to subcontractors, service providers and/or suppliers, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work without Subcontracting.

If the Respondent 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 Respondent will not be performing all work under the Contract with its own workforce, the City may reject the Respondent's Affidavit E1 and reject the proposal/bid as non-responsive.

The following certified Minority Group Members and/or women: African-Americans, Hispanic-Americans, Asian-Americans, Native Americans, and Non-Minority females are eligible to be counted for M/WBE participation in the contract 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/Pages/Become%20a%20Certified%20DBE%20Business.aspx> **and** satisfies the City's eligibility requirements.

For questions about the City's eligibility requirements or the M/WBE Program, please contact the M/WBE Office at (336) 373-2674 or via email at [mwbegso@greensboro-nc.gov](mailto:mwbegso@greensboro-nc.gov).

Affidavit C1 – **Subcontractor Utilization Commitment**

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

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

*\*\*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 relevant marketplace will be counted towards the M/WBE goal(s).*

<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)

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent 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.

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

SEAL



**Affidavit E1 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 the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent 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.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify 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, if applicable 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 Respondent 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.

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



ATTACHMENT

H

		<b>City of Greensboro – Water Resources Department</b> Safety Procedures Manual	
Name of Procedure: Contractor Liability OSHA Standard: 1910.146 & 1926.21		Departmental Safety Manual	
Number: 6.020	Revision: 0.0	Revision 3/22/2019	Page 1 of 10
Prepared by: Consolidation Committee		Approved by: Divisional Managers	

## 23.0 Contractor Liability

### 23.1 Policy

The Water Resources Department only contracts with firms that have documented safety programs in place that meet OSHA, Federal, State, and local regulations. Selected contractors must also demonstrate compliance with said regulations. Departmental SOP DT-13.1 describes our contractor safety policy. The requirements listed in the policy should be part of the contract bidding process and agreed to by the contractors who are awarded construction maintenance contracts. This document should be reviewed with bid winning contractors and sub-contractors prior to their starting work at departmental locations.

For the purpose of this document, the term "Contractors" refers to individuals hired through a third party, the Water Resources Department, or agency temporarily employed by the Water Resources Department for their expertise in a particular skill, trade, or craft.

### 23.2 Purpose

This program establishes methods for selecting Contractors and to provide a training/orientation program for working on the Water Resources Department activities and projects.

### 23.3 Procedure

- 23.3(a)** The Water Resources Department evaluates and places contractors into two categories. The higher risk group includes organizations working at the water plants, waste water treatment plant, sewer collection, and water distribution system. This includes activities such as welding, electrical support, trenching and shoring and similar work. The low risk group includes janitorial and lawn services, vending machines suppliers and other similar groups.
- 23.3(b)** The lower risk group of contractors generally will be restricted from entering plant treatment and construction areas. They may receive specific safety instructions depending on their work assignment.
- 23.3(c)** The Water Resources Department reviews, with all contractors working at a treatment plant or construction site, the specific Department's Emergency Response Plan and applicable sections pertaining to emergency evacuation and safety rules prior to the startup of the contract or job.

**23.3(d)** For the higher risk group contractors, the Water Resources Department requires they have a documented safety program in place and that a qualified contractor must meet all State and Federal safety regulations.

**23.3(e)** The Water Resources Department when soliciting bids, may ask for each contractor's safety history and safety program. Poor safety performance with little or no program may be considered as grounds for dismissing a contractor.

A form such as, the attached [Contractor Construction Safety and Health Questionnaire](#) (**Attachment A**) will be used to collect information.

- The Water Resources Department meets with contractors prior to the commencement of any contract work. The Water Resources Department informs the contractors if they are to be performing work on or near a process with any known hazards like potential fire, explosion, or toxic release hazard. The Water Resources Department then provides specific safety information to the contractor for the work to be performed. The form in Attachment B will be used to document the review. The contractor supervisor or project manager will be requested to sign this form to acknowledge they understand and will comply with all applicable OSHA, City of Greensboro, and Water Resources Department safety policies.
- To document awareness, the Water Resources Department may require that contractor employees complete the "[Contractor Safety Awareness Form](#)" in **Attachment C**.
- The Water Resources Department requires written documentation that contractor's have written safety programs and have trained their employees in the necessary work practices to safely perform their jobs.
- The Water Resources Department may periodically audit contractor job performance to verify they are complying with all contract and safety regulations. Any irregularities will be addressed with contractor supervision. If necessary, a job will be interrupted until all safety issues are addressed. Audits may include the [Contractor Safety Requirements Form](#) (**Attachment B**) and the [Construction Safety and Health Audit Worksheets 1-4](#).

**ATTACHMENT A**

**CONTRACTOR CONSTRUCTION SAFETY AND HEALTH QUESTIONNAIRE**

<b>Contractor:</b>	<b>Project:</b>	<b>Date:</b>
<b>Address:</b>	<b>Contact Person:</b>	<b>Phone:</b>

**Please answer the following to the best of your ability using these codes:**

**Y = Yes      N = No      N/A = Not Applicable**

**Safety and Health Experience**

1. Does your company maintain an OSHA 300 Log? \_\_\_\_\_
2. Is your company's incident rate lower than the industry average? \_\_\_\_\_  
(If yes, what is your company's IR and SIC# \_\_\_\_\_/\_\_\_\_\_)
3. Has your company had more than three "serious" OSHA citations within the Last five years? \_\_\_\_\_
4. Do you have an established company safety policy? \_\_\_\_\_
5. Are your company safety rules enforced? \_\_\_\_\_
6. Does your company safety program include the following:
  - a. Hazard recognition and reporting? \_\_\_\_\_
  - b. Injury reporting? \_\_\_\_\_
  - c. Personal protective equipment? \_\_\_\_\_
  - d. Fire Protection? \_\_\_\_\_
  - e. Lockout/Tagout? \_\_\_\_\_
  - f. Electrical Safety? \_\_\_\_\_
  - g. Confined Space Entry? \_\_\_\_\_
  - h. Trenching/Shoring/Excavation Program? \_\_\_\_\_
  - i. Hazard Communication Program? \_\_\_\_\_
  - j. Employee Orientation Program? \_\_\_\_\_
  - k. First Aid and CPR \_\_\_\_\_
  - l. Near Miss or Incident Reporting Program? \_\_\_\_\_
7. Does your company have a drug/alcohol policy and testing program? \_\_\_\_\_
8. Does your company maintain documentation of weekly tool box or tailgate safety talks? \_\_\_\_\_
9. Does your company have a full-time Safety Manager? \_\_\_\_\_

Name (*print*): \_\_\_\_\_ Title (*print*): \_\_\_\_\_

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

The authorized agent of the Contractor signs this form.

**ATTACHMENT B**

**CONTRACTOR SAFETY REQUIREMENTS**

Contractor: Contract/Job #:			
Contract/Job Description:			
Date:	Job Start:	Job Complete:	
<b>SAFETY REQUIREMENTS</b>			
Required? (Y/N)	Regulations	Specific Job Requirements	Satisfactory? (Y/N)
	Hazards Communication		
	Personal Protective Equipment		
	Lockout/Tagout		
	Confined Space		
	Hot Work		
	Pipe Entry		
	Emergency Response		
	Fall Protections or Elevated Platforms		
Reviewed and approved for the Water Resources Department by (Name): _____ (Title)			
Reviewed and approved for (Contractor): by (Name): _____ (Title):			

**ATTACHMENT C**

**CONTRACTOR SAFETY AWARENESS**

I, \_\_\_\_\_ am employed by \_\_\_\_\_  
and as such am qualified to work as a(n) \_\_\_\_\_.

I have been informed by the Water Resources Department that I am working at a facility with hazardous chemicals and have reviewed the list of chemicals used at this facility and their associated hazards.

I have been shown the location of Water Resources specific MSDS information for chemicals in this facility and understand that it is my right to ask for information concerning them as it pertains to my work.

I have been informed of all fire, explosives, and toxic release hazards that exist at this facility.

I understand the personal safety equipment requirements are steel toe shoes, work clothes, including shirt with sleeves, hard hat and safety glasses with side shields or goggles.

I will follow our safety procedures including, but not limited to hot work permits, confined space entry permits, and area entry permits.

I understand that the Water Resources Department is required to account for me during an emergency and I have been shown the proper evacuation route during an emergency.

I have seen a copy of the Water Resources Department Emergency Response Plan, Confined Space Entry Plan, Lockout/Tagout Plan and Hazard Communication Plan and it is available for my review at any time.

If I have any accident or injury or see any pending or possible cause of such I will report it immediately to the site safety or the departmental safety administrator. All accidents and injuries must be reported.

If I do not abide by this contract I understand I will be required to leave.

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Safety & Health Practices and Procedures  
Introduction and Use

A “Safety and Health Field Audit/Inspection is the corner stone of a successful safety program, to control workplace hazards and comply with OSHA Regulations. Not all OSHA Regulations are addressed here. Reference the OSHA Standards for your particular needs to ensure compliance.

Development

The “Safety and Health Field Audit” was developed as a generic guide for both the Water Resources Business Division and all contractor operations by the Water Resources Safety and Health Division. The Business Division is proud to make this audit form available to the City’s and Contractor’s on-site representatives and their designees to utilize.

**Description**

Housekeeping, Hazard Communication and Hand/Portable Tools	Worksheet 1
Welding and Cutting, Fire Protection and Emergency Response	Worksheet 2
PPE, Ladders and scaffolds, and Mechanical Materials Handling	Worksheet 3
Excavations and Other Site Specific Items	Worksheet 4

**Status Code and Inspection**

**Note:** The Status code needs to be completed where appropriate and allows you the following three options:

**CODES:** Satisfactory S                      Unsatisfactory U                      Not Applicable N/A

Space has been provided to comment on unsatisfactory items.

The Safety and Health audit will be completed weekly by both contractor and city site representatives. Both the city and contractor shall maintain these records. These records must be made available for review as requested.

**Construction Safety & Health Field Audit**  
**Worksheet 1**

Date(s) of Audit: \_\_\_\_\_ Address of  
Facility/Property: \_\_\_\_\_  
Audit Location(s): \_\_\_\_\_

(Area of site audit)

Contractor Rep: \_\_\_\_\_ City Site Rep: \_\_\_\_\_

Auditors: \_\_\_\_\_  
City/Cont. City/Cont.

**CODES:** Satisfactory **S** Unsatisfactory **U**  
Not Applicable **N/A** Sub Contractor **SC**  
Housekeeping

- A. Is contractor work area orderly?.....\_\_\_\_\_
- B. Is material properly stored or staked?.....\_\_\_\_\_
- C. Are containers provided and maintained for trash and waste?.....\_\_\_\_\_
- D. Are walk/passageways free of clutter and tripping hazards?.....\_\_\_\_\_
- E. Do hoses or electrical cords present tripping hazards?.....\_\_\_\_\_
- F. Are areas barricaded, as necessary?.....\_\_\_\_\_

**Hazard Communication**

- A. Does contractor have a written program on site?.....\_\_\_\_\_
- B. Are MSDSs available for materials on site?.....\_\_\_\_\_
- C. Are MSDSs maintained/updated in the immediate work area?.....\_\_\_\_\_
- D. Are containers properly labeled?.....\_\_\_\_\_
- E. Does the contractor know how to obtain the City's MSDSs?.....\_\_\_\_\_

**Hand and Portable Tools**

- A. Are tool and cords in good condition?.....\_\_\_\_\_
- B. Are tool guards in place?.....\_\_\_\_\_
- C. Are GFCIs used for temporary cords?.....\_\_\_\_\_
- D. Are Tools property stored?.....\_\_\_\_\_
- E. Are portable electric and cords inspected for assured grounding?.....\_\_\_\_\_
- F. Tagging procedure for defective tools?.....\_\_\_\_\_

**Notes:** \_\_\_\_\_

**Construction Safety & Health Field Audit**  
**Worksheet 2**

**Date(s) of Audit:** \_\_\_\_\_ **Address of Facility/Property:** \_\_\_\_\_

**Audit Location(s):** \_\_\_\_\_  
(Area of site audited)

**Contractor Rep:** \_\_\_\_\_ **City Site Rep:** \_\_\_\_\_

**Auditors:** \_\_\_\_\_  
City/Cont. City/Cont.

**CODES:** Satisfactory **S** Unsatisfactory **U**  
Not Applicable **N/A** Sub Contractor **SC**  
Welding, Cutting and Brazing

- A. Are compressed gas bottles upright and secured?.....\_\_\_\_\_
- B. Are power cables and hoses protected and in good repair?.....\_\_\_\_\_
- C. Are flow gauges and regulators maintained?.....\_\_\_\_\_
- D. Are back flow check valves with safety caps installed on O<sub>2</sub>/Acetylene Cylinders? \_\_\_\_\_
- E. Are welders, cutters and helpers using proper PPE?.....\_\_\_\_\_
- F. Is area free of debris?.....\_\_\_\_\_
- G. Are fire extinguishers readily available in this area?.....\_\_\_\_\_
- H. Are Hot Work Permits required? If so, are they complied with?.....\_\_\_\_\_

**Fire Protection**

- A. Are fire hydrants blocked by equipment or vehicles?.....\_\_\_\_\_
- B. Any evidence of non-compliance with the no smoking policy?.....\_\_\_\_\_
- C. Are flammable materials properly stored in labeled containers?.....\_\_\_\_\_
- D. Are OSHA approved safety cans properly labeled (fuel)?.....\_\_\_\_\_
- E. Are fire extinguishers maintained?.....\_\_\_\_\_
- F. Are extinguishers checked off and signed?.....\_\_\_\_\_

**Emergency Response**

- A. Do contractors know how to recognize evacuation alarms?.....\_\_\_\_\_
- B. Do contractors know location of primary evacuation assembly site?.....\_\_\_\_\_
- C. Evacuation routes posted?.....\_\_\_\_\_
- D. Documentation of emergency response training available?.....\_\_\_\_\_

**Notes:** \_\_\_\_\_

**Construction Safety & Health Field Audit**  
**Worksheet 3**

Date(s) of Audit \_\_\_\_\_ Address of Facility/Property: \_\_\_\_\_  
Audit Location(s): \_\_\_\_\_

(area of site audit)

Contractor Rep: \_\_\_\_\_ City Site Rep: \_\_\_\_\_

Auditors: \_\_\_\_\_  
City/Cont. City/Cont.

**CODES:** Satisfactory **S** Unsatisfactory **U**  
Not Applicable **N/A** Sub Contractor **SC**  
**Personal Protective Equipment**

- A. Is personal protective equipment available and used when warranted?..... \_\_\_\_\_
- B. Hard Hats?..... \_\_\_\_\_
- C. Safety Goggles and/or goggles?..... \_\_\_\_\_
- D. Hearing Protection?..... \_\_\_\_\_
- E. Foot Protection?..... \_\_\_\_\_
- F. Respirators?..... \_\_\_\_\_
- G. Fall Protection?..... \_\_\_\_\_

**Ladders and Scaffolds**

- A. Are portable ladders tied, blocked or otherwise secured?..... \_\_\_\_\_  
Are proper ladders being used?..... \_\_\_\_\_
- B. Is a system for tagging defective ladders in effect?..... \_\_\_\_\_
- C. Is scaffold inspected and tagged?..... \_\_\_\_\_
- D. Are scaffold braces in place and secured?..... \_\_\_\_\_
- E. Is scaffold platform secured from movement?..... \_\_\_\_\_
- F. Is Platform and ladder free of tools, material or debris?..... \_\_\_\_\_
- G. If scaffolding is erected and in use, is there a competent person on-site?.... \_\_\_\_\_

**Mechanical Material Handling**

- A. Are there regular sling, choker inspections?..... \_\_\_\_\_
- B. Are routine inspections performed on heavy equipment?..... \_\_\_\_\_
- C. Is there recordkeeping of all certifications and inspections?..... \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_

**Construction Safety & Health Field Audit**  
**Worksheet 4**

Date(s) of Audit \_\_\_\_\_ Address of Facility/Property: \_\_\_\_\_

Audit Location(s): \_\_\_\_\_  
\_\_\_\_\_ (area of site audit)

Contractor Rep: \_\_\_\_\_ City Site Rep: \_\_\_\_\_

Auditors: \_\_\_\_\_  
\_\_\_\_\_ City/Cont. \_\_\_\_\_ City/Cont.

**CODES:** Satisfactory **S** Unsatisfactory **U**  
Not Applicable **N/A** Sub Contractor **SC**

Excavations, Trenching and Shoring

- A. Is there a competent person per OSHA Standards on site?..... \_\_\_\_\_
- B. Is the proper protective system being used?..... \_\_\_\_\_
- C. Are barricades up and warning signs properly displayed around the excavation?..... \_\_\_\_\_
- D. Are proper exit ladders installed?..... \_\_\_\_\_
- E. If applicable, is contaminated soil properly disposed of?..... \_\_\_\_\_

Other Site Specific Concerns

- A.
- B.
- C.
- D.

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_