

Kinston / Lenoir County Parks & Recreation Department Invitation for Formal Bids



Bid Number: Parks & Recreation 05.2023
Kinston Community Center Pool Enclosure

Release Date

Monday, May 1, 2023

Proposals Due No Later Than

Wednesday, May 31, 2023, 2:00 pm

If you have received this Request for Proposal from a source other than the City of Kinston, Finance Department, it is the responsibility of the proposer to ensure that all addenda have been received. Bidders may notify Angella Williams by email at angella.williams@ci.kinston.nc.us to ensure that your company is added to the distribution list. However, it is ultimately the responsibility of the proposer to ensure that all addenda are received prior to submitting a bid/proposal.

ADVERTISEMENT TO BIDDERS

RFP: Parks & Recreation 05.2023

Kinston Community Center Pool Enclosure Project

Pursuant to Section 143-129 of the General Statutes of North Carolina, the City of Kinston invites proposals from all responsible bidders for the above referenced project **until 2:00 pm on Wednesday, May 31, 2023**, at the City of Kinston Finance Department, Purchasing Division, located at 2360 US Hwy 258 South, Kinston, NC 28504 at which time the bids will be publicly opened and read aloud.

Bids shall be enclosed in a sealed envelope and clearly marked on the outside of the envelope, "**Bid Documents: Parks & Recreation 05.2023, Kinston Community Center Pool Enclosure Project.**" Bids may be delivered by delivery service or delivered in person and deposited in the Bid Delivery Box located outside the front of the Public Services building at the above address. Bidders are responsible for ensuring their bid is received by the bid deadline.

The plans, specifications and contract documents may be viewed or downloaded from the Kinston Public Services Website, www.kinstonpublicservices.com

Contractors are hereby notified that they must have the proper license under the State Laws governing their respective trades at the time of bid. Contractors must be licensed and general contractors must have license classification for Building Contractor. The awarded contractor will be required to provide 100% performance bond and payment bonds at time of contract execution.

The right is reserved to reject any or all bids, to add or delete work, to waive informalities, and to award contract which, in the opinion of the City, appears to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the opening thereof.

The City of Kinston has an affirmative policy of fostering, promoting and conducting business with women and minority owned enterprises. Women and minority contractors are encouraged to participate in the bidding process.

Issued the 1st day of May, 2023.

THE CITY OF KINSTON, NC
Donna Goodson
Finance Director

KEY INFORMATION SUMMARY SHEET

RFP Issue Date: Monday, May 1, 2023

Proposal Submittals -

Physical address

City of Kinston
Attn: Angella Williams, Purchasing Manager
City of Kinston, Public Services Complex
2360 US Hwy 258 South
Kinston, NC 28504

Prebid Meeting (Required):

Interested bidders MUST attend a mandatory site visit by contacting Angella Williams at angella.williams@ci.kinston.nc.us or 252-939-3135. Appointments may be scheduled for Tuesday through Thursday, May 9, 10, or 11 between the hours of 9:00 am and 3:00 pm. Host staff will be there to allow access, but not to answer technical questions about this project. Oral responses are not binding. Therefore, all technical questions must be submitted in writing as noted below.

Deadline for Written Questions:

Friday, May 19, 2023 at 5:00 pm.

Email all questions to:

angella.williams@ci.kinston.nc.us
corey.povar@ci.kinston.nc.us

Bid Due Date:

Wednesday, May 31, 2023 at 2:00 pm

Project Managers

Corey Povar, Parks & Recreation Director
corey.povar@ci.kinston.nc.us

Request for Formal Bid:
Parks & Recreation 05.2023
Kinston Community Center Pool Enclosure Project

NOTE: IT IS FULLY THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THEIR SUBMITTAL IS RECEIVED PRIOR TO THE DUE DATE AND TIME. PROPOSALS RECEIVED AFTER THE PUBLISHED DEADLINE AS A RESULT OF MAIL OR DELIVERY SERVICE WILL NOT BE CONSIDERED.

INSTRUCTION TO BIDDERS

1. DEFINITION OF TERMS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

- A. The term “Owner” means the City of Kinston.
- B. The term “Contract” or “Construction Contract” means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other documents required by the Owner and/or law to execute said agreement.
- C. The term “Contract Documents” means and includes, individually and collectively, this Request for Proposal (whether referred to as Invitation for Formal Bids, Request for Formal Bid, Request for Proposals, Proposal, or other similar designation), any Drawings or Technical Specifications, any Written Interpretation or Addendum thereto, and the Contract.
- D. The term “Contractor” means the individual or entity with whom Owner has entered into the agreement.
- E. The term “Project Manager” means any person authorized to act on behalf of the Owner.

2. SPECIFICATIONS

It is necessary from time to time to revise otherwise standard specifications. Therefore, it is to the interest of each and every bidder to carefully read the documents contained herein before submitting prices.

3. BIDDER’S QUALIFICATIONS

For projects exceeding \$30,000, consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina General Statutes to bid and perform the work described herein as the general contractor. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces a minimum of forty percent (40%) of the work involved in construction of the improvements embraced in this contract.

Awarded contractor shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State website and/or Register of Deeds office, indicating proper registration and active status. This is a condition of executing the contract.

4. INTERPRETATION OF QUANTITIES IN PROPOSAL

The quantities contained in the Proposal are approximate only and the Owner may increase or decrease the quantities as deemed necessary. Compensation received by the Contractor shall be based upon actual quantities that are completed and accepted in accordance with the terms of the Contract.

5. INTERPRETATION AND ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing. Any inquiry received seven days (7) days or more prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addendum to the Contract Documents and, when issued, will be on file in the office of the Finance Director at least five days (5) before the bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

6. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions relating to the construction project.

Each bidder should fully inform themselves as to the facilities involved and the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize themselves with any Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint themselves with the existing conditions. The City will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

7. PREPARATION AND SUBMISSION OF BIDS

Please read all instructions carefully before preparing and submitting your bid.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- A. The itemized Proposal form furnished herein shall be used and shall not be altered in any manner. **You may include only the required forms – see Item 10.**
- B. All entries on the itemized proposal form shall be written in ink.
- C. The total amount of bid shall be written in the proper place on the itemized proposal form.
- D. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.

- E. The bid shall be properly executed. All bids shall show the following information:
 1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 2. Name of individual or representative submitting bid and position or title.
 3. Name, signature, and position or title of witness.
 4. Contractor's License Number (as applicable).
- F. Bids submitted by corporations shall bear the seal of the corporation.
- G. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- H. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

8. COLLUSIVE AGREEMENTS

Each bidder submitting a bid to the Owner for any portion of work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit, substantially in the form provided herein, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted. Before executing any subcontract agreement, the successful bidder shall submit the names of any proposed subcontractors for prior approval and an affidavit substantially in the form provided herein.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

10. ITEMS REQUIRED TO BE EXECUTED AND SUBMITTED WITH THIS BID

Failure to execute the following with the bid will be deemed a non-responsive bid and the bid will not be considered:

- _____ Signed Addenda, if issued, which affect the scope of work or specifications.
- _____ Proposal Form with bid price written with indelible ink or typed in (Page 16)
- _____ Proposal Signature Page with authorized signature where noted (Page 17)
- _____ Non-Collusion Affidavit of Prime Bidder (Page 18)
- _____ Certification Regarding Debarment and Suspension (Page 19)
- _____ Identification of Minority Business Participation (Page 20)
- _____ Affidavit A – Listing of Good Faith Efforts (Page 22)

Or

- _____ Affidavit B - Intent to Perform Contract with Own Workforce (Page 23)

NOTE: The Contractor may be asked elsewhere in this proposal to submit additional forms or information specific to this project with their bid. If such is requested by the City or its consultant, **FAILURE TO SUBMIT SUCH AS NOTED MAY BE CONSTRUED AS NON-RESPONSIVE AND THE BID MAY NOT BE CONSIDERED.** Therefore, please review the entire proposal carefully.

11. RECEIPT AND OPENING OF BIDS

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered per the bid advertisement:

City of Kinston
Attention: Purchasing Manager
2360 US Hwy 258 South
Kinston, North Carolina 28504

The envelope-containing the bid shall be marked as follows:

Upper Left Hand Corner

Bidder's Name
NC General Contractor's License No.
Bidder's Address
Classification
Expiration Date

Lower Left Hand Corner

Specific Project Name
Bid Due Date and Time of Opening

Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to ensure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner's representative within seventy-two hours (72) after the opening of bids. **Any bidder considering a withdrawal should acquaint themselves with the provisions of North Carolina General Statute 143-129.1.**

13. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

14. CORRECTION OF BID ERRORS

Correction of bid errors shall be per the Contract General Requirements or Standard General Conditions of the Construction Contract. When not specified, unit prices shall prevail in the event of error in the extended prices.

15. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Owner reserves the right to hold bids for a period of sixty (60) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.
- B. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the City.
- C. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

16. BID PROTEST PROCEDURE

Any party which is a prospective bidder, Offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, Offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of City transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Finance Director, City of Kinston, 207 E. King St., P.O. Box 339 Kinston, NC 29502 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information, and consultation with the City Attorney, the Finance Director shall make a written decision.

A decision of the Finance Director may be appealed to the City Manager or City Council, depending on the type of bid. An appeal must be in writing and be delivered to the City Manager, 207 E. King Street, P.O. Box 339 Kinston, NC 28502, within seven (7) calendar days of the date of the Finance Director faxed or emailed decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

17. EXECUTION OF AGREEMENT

The successful Bidder will be required to execute a Construction Contract herein included by reference within ten days (10) days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re advertise for bids. If the successful bidder fails to execute the contract the Owner shall retain the bid guarantee as outlined in these instructions.

18. INSURANCE REQUIREMENTS

The successful bidder will be required to show proof of insurance as outlined in the General Insurance Requirements below. **The City of Kinston must be named as additional insured.** Work shall not begin until this provision has been satisfied and a Purchase Order issued.

19. PERFORMANCE AND PAYMENT BOND – **required on awards over \$100,000**

- A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
 2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.
- B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina.

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owner shall retain the bid guarantee as outlined in these instructions.

20. M/WBE PARTICIPATION FOR CONTRACTS

Contractors are strongly encouraged to make a good faith effort to obtain 10% or more M/WBE participation on all contracts. If you consider M/WBE firm(s), note such on the Identification of Minority Participation Form and include with your bid proposal. If you are awarded the contract, Affidavits 'C' and 'D' (which will be supplied with the Construction Contract) may be requested for reporting purposes. There is no penalty for considering, but ultimately not using, an M/WBE firm.

21. MATERIALS

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Project Manager evidence that proposed substitutions are fully up to standards specified and obtain his approval prior to the bid date.

22. ERRORS, OMISSIONS, AND DEVIATIONS

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

23. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, political affiliation, national origin or handicapped.

24. OSHA COMPLIANCE PLAN/POLICY

Contractor will be required to submit a copy of the company’s current written OSHA Compliance Plan/policy within 48 hours of request. No field work shall take place until the plan has been submitted and reviewed by the City Safety Officer.

25. FAMILIARITY WITH LAWS

It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the City that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving City funds.

The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

26. OUTSTANDING DEBT OR OBLIGATION

See also #39. If there is an outstanding debt or obligation due the City, Contractor acknowledges that the City reserves the right to not award this contract or to structure a payment agreement with said Contractor. The City may otherwise opt to offset any payments otherwise due the Contractor for this contract, and Contractor must agree to such terms if awarded this contract. If the Contractor assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the City.

27. AMERICAN WITH DISABILITIES ACT (ADA)

The contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder. The contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the

failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

28. TAXES

FEDERAL: The City of Kinston is exempt from and will not pay Federal Excise or Transportation taxes.

STATE: Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

29. NORTH CAROLINA SALES TAX

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina (which the Owner may apply for a refund - see first paragraph of this section) on each monthly estimate, provided he bills them separately.

Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. The Contractor shall complete a "Certificate for North Carolina Sales Tax" form provided in this package. In addition, the Contractor shall attach invoices (or copies of invoices) from his vendors covering sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). The Contractor shall apply for sales tax reimbursement with each monthly estimate, and within sixty (60) days of the date the item was purchased.

The Contractor shall be required to supply final requests for applicable sales or use tax to the Project Manger within 60 days from date of final payment. The Contractor willfully forfeits reimbursement if submittal is not made within allotted time.

30. FINAL PAYMENT

Prior to final payment, the Contractor will be required to submit the *Contractor's Affidavit, Release and Waiver of Claims* form as shown at the end of this proposal and any other required affidavits or forms required in this contract (i.e. M/WBE reporting forms, warranties, etc.). Payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work.

Whenever in the opinion of the Project Manager the work proposed shall have been completely performed on the part of the Contractor and after the final acceptance of the work, the Owner will proceed with all reasonable diligence to make the final payment, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract. The Contractor hereby further agrees that it shall not be entitled to demand or receive payment on partial or final estimates, except in the manner set forth in the Contract. The Contractor further agrees to procure full releases of all claims from all persons who have furnished materials or labor for the work.

31. ETHICS POLICY / CODE OF CONDUCT

The City of Kinston has established guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. Contractors may request a copy of the City Policy.

32. PAYMENTS TO SUBCONTRACTORS

Based upon concerns about the non-payment of subcontractors and efforts to hold contractors accountable for paying subcontractors in a timely manner, the City reserves the right to disqualify bidders and to remove a bidder from the bidders' list for future city construction and repair contracts for failure to make, on more than one occasion with the same or a different subcontractor and on the same or a different City project, timely payments to subcontractors without a reasonable basis, as determined by the city, for such payment failure. The contractor has an opportunity to appeal the removal decision to City Council. If said decision is not appealed or an appeal is not timely filed, the decision becomes final. The period of removal shall not exceed three years.

33. E-VERIFY COMPLIANCE

Per N.C.G.S. 143-133.3, Contractor compliance with federal E-Verify Law is required and will be so stated in the contract agreement. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

34. IRAN DIVESTMENT ACT

By submitting a bid, Contractor certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Contractor utilize on this agreement any subcontractor on such list.

35. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISREAL

By submitting a bid, the vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to §147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

36. FINANCIAL CAPACITY and RESOURCES

In determining the lowest responsible, responsive bidder, the City will conduct an evaluation of the financial capacity, strength and resources of the contractor in an effort to ensure timely and satisfactory completion of the project and to protect the City from the risk of default by a contractor due to financial instability. The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among contractors. Relevant information regarding judgments, liens, litigation and bankruptcy filings, which may materially affect a contractor's financial strength or position, will be examined. In addition to credit ratings and credit reports, bank and vendor references may be used to evaluate the credit worthiness of each contractor. The City may also look at other facts including but not limited to the years of experience in performing similar work/projects, timeliness in paying subcontractors and demonstration of the contractor's ability to obtain sufficient levels of liability and property damage insurance. The Contractor understands that if the City determines that the Contractor's financial capacity, strength and resources are inadequate for the project or contract

upon which the Contractor has placed a bid, the City may consider and reject the Contractor/Contractor's bid as the lowest responsible responsive bidder/ bid.

GENERAL INSURANCE REQUIREMENTS For City of Kinston Contracts

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
1. Workers' Compensation Insurance limits of not less than \$1,000,000 for each accident, not less than \$1,000,000 for each employee for injury by disease, \$1,000,000 aggregate for injury by disease.
 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract.
The City of Kinston shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Kinston may possess.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Kinston upon request. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- E. The Contractor will provide on request certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Kinston. These certified copies shall be sent to the City of Kinston from the Contractor's insurance agent or representative.
- F. The Contractor shall furnish the City of Kinston thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Kinston.
- G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Kinston shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Kinston for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

GENERAL INSURANCE REQUIREMENTS – page 2

- H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Kinston from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Kinston. The Contractor shall be as fully responsible to the City of Kinston for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:

City of Kinston
Finance Department, Purchasing Division
207 E. King Street
P.O. Box 339
Kinston, NC 28502

GENERAL REQUIREMENTS

for City of Kinston contracts

- A. All bidders must ascertain for themselves all requirements of the job, measurements, materials needed, working conditions, etc.
- B. **Indemnification Provision:** The Contractor shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees, by reason of any persons or property being damaged or injured by the Contractor or any of his subcontractors, or any person employed under said contractor, or any of his subcontractors or in any capacity during the progress of the work, whether by negligence or otherwise.
- C. **Contractor's Responsibilities:** The Contractor shall be responsible for any damage caused by him or his workmen to property of the owners. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The contractor shall also assume all responsibility to maintain all existing protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors. If the Contractor fails to make satisfactory repairs, the Owner will repair any damage by Contractor or his workmen and deduct cost from the contract. The Contractor shall provide all labor, equipment, materials, insurance, permits, and abide by all applicable Local, State, and Federal codes to complete the scope of work as outlined in the plans and specifications provided by the Owner.
- D. **Clean Up:** Upon completion of all work covered in this specification the Contractor shall remove all equipment, material, and debris leaving the area in an undamaged and acceptable condition. The Contractor shall be responsible for all disposal fees and provide own dumpster, if applicable.
- E. **Failure to Perform:** If the Contractor fails to perform as outlined herein, the Owner may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the Owner in such case.
- F. **Payment:** Invoices are paid on a Net 30 basis. The Owner will make the final payment in full after written job acceptance is granted and the Contractor has submitted a proper invoice and other required documentation to the Owner, such as warranties and as-built drawings.
- G. **Project Schedule:** The Contractor is responsible for the coordination of his work with the Owner and its consultant in order to insure timely completion of this service. The project is to be completed without interruption once begun.
- H. **Insurance:** The Contractor shall maintain insurance for the duration of the project. The insurance coverage shall be as set forth in the attached document titled "General Insurance Requirements".
- I. **Submittals:** All materials, SDS, product data and copies of Manufacturer's specifications, installations instructions, and warranties shall be provided to the Owner at completion of project.
- J. **Safety Requirements:** All construction work, materials handling and associated equipment shall conform to OSHA safety requirements. The Contractor shall advise the Owner whenever work on this project is expected to be hazardous to City employees and the public.
- K. The Contractor is responsible for securing his equipment and materials left on site.

PROPOSAL FORM
For
Parks & Recreation 05.2023
Kinston Community Center Pool Enclosure Project

Submit bids to:

City of Kinston Public Services
2360 US Hwy 258 South
Kinston, North Carolina 28504

The City of Kinston has determined the need to replace the existing pool enclosure located at the Kinston Community Center. This is a purchase & installation contract. Read carefully the full bidding document.

The undersigned bidder agrees to furnish all labor, materials, equipment, supervision, insurance, permits; abide by all local, state and federal codes, laws, rules, regulations, ordinances applicable to perform the work described in the specifications for the following sum to wit:

BIDDER NAME: _____

Kinston Community Center – 2602 W. Vernon Ave, Kinston, NC 28504

Bid –Per specifications, white opaque fabric envelope with double wall construction, HVAC, and blower system as well as lights and generator.

Materials \$ _____

Labor \$ _____

Total Lump Sum \$ _____

The City intends to award a contract to the lowest responsive, responsible bidder based on the lump sum base bid given above. Should all bids exceed the available funding, the City reserves the right to award a contract that is in its best interest, including the option to negotiate with the low bidder.

PROPOSAL SIGNATURE PAGE

The undersigned certifies that they have read and understood all the related bid documents, the Detailed Specifications, and agree to the terms and conditions stated herein.

This bid shall be manually signed by a representative who is authorized to bind the company, with the signature notarized.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Kinston, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

_____	(SEAL)
Date	
_____	_____
Authorized Signature (*required*)	Company Name
_____	_____
Printed Name and Title	Street Mailing Address
_____	_____
Email Address	City, State, Zip Code
_____	_____
Contactoꝝ's NC License No.	Telephone Number

On this __ day of _____, 20____, before me _____(name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by _____(name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public _____ My Commission Expires _____ (SEAL)

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the City's award of this contract.

Bidder certifies that:

- a) we are a woman-owned business, or we are not
 - b) we are a minority-owned business, or we are not
- if yes, please identify in the appropriate box below:
- Black
 - Hispanic
 - Native American Indian
 - Asian American including Indian Subcontinent/Pacific Islands
 - Socially and Economically Disadvantaged
 - Disabled

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

attach to bid

State of _____)

County of _____)

Project: Parks & Recreation 05.2023 – Kinston Community Center Pool Enclosure Project

_____ (name), being first duly sworn, deposes and says that:

1. He/she is (circle: owner, partner, officer, authorized representative or agent) of _____, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Kinston, N.C. or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

_____ Authorized Signature (SEAL)

_____ Printed Name

_____ Title

Subscribed and Sworn to Before me this ___ Day of _____, 20____.

Notary Public: _____

My Commission Expires: _____ (SEAL)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Ste, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature: _____

Name of Authorized Officer: _____

Title: _____

State of _____, County of _____



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

Notary Public _____

My commission expires _____

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. Also, list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of Affidavit (A) required above. The **IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION** Form must still be submitted even if there is *zero* participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the 10% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract

NOTE: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all MB contractors, vendors, and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

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

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

Signature: _____

Name of Authorized Officer: _____

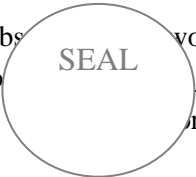
Title: _____

State of _____, County of _____

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

No. _____

My commission expires _____



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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Signature: _____

Name of Authorized Officer: _____

Title: _____

State of _____, County of _____



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

Notary Public _____

My commission expires _____

State of North Carolina – AFFIDAVIT C – Portion of the Work to be Performed by Minority Firms

County of _____

(Note: this form shall be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work Description	Dollar Value

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

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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: _____

Name of Authorized Officer: _____

Title: _____

State of _____, County of _____



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

Notary Public _____

My commission expires _____

State of North Carolina – AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

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

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

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: _____

Name of Authorized Officer: _____

Title: _____

State of _____, County of _____



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

Notary Public _____

My commission expires _____

Kinston Community Center Pool Enclosure Project

WARRANTY

awarded contractor only

1. Scope

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. The Contractor expressly warrants and guarantees to the City that all work performed under this Contract is constructed in strict accordance with the project specifications and is free from all defects in materials and workmanship for two (2) years from the date indicated on the Final Inspection Memorandum. A copy of the Final Inspection Memorandum, including the date of expiration of the two (2) year warranty, shall be sent to the Contractor. During the warranty period, the Contractor further expressly warrants and guarantees to the City that all work performed on this Contract and materials incorporated shall maintain structural and functional integrity, normal wear and tear excepted.

2. Notification of Defect

Should the City detect a defect within the warranty period, it shall notify the Contractor or its representative. Within ten (10) working days after receipt of notification, the Contractor shall inspect the defect and make provisions for repair as set forth in Section 3, Repair Provisions.

3. Repair Provisions

When warranty repairs are required, the City and the Contractor shall agree, within fifteen (15) working days after notification to the Contractor of the defect, on the most appropriate course of the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the fifteen (15) day period, the City shall have the right to make the repairs with City forces or an independent Contractor of the City's choice and bill the Contractor for the cost of repairs, pursuant to the provisions contained in Section 5 of this document. The Contractor agrees to provide at its own expense all parts, materials, supplies, labor and equipment necessary to complete all warranty repairs.

4. Hazardous Defects

Notwithstanding the provisions contained in Sections 2 and 3, if the defect, in the opinion of the City, constitutes a hazard or safety problem, the City shall have the right to make the necessary repairs at any time with City forces or an independent Contractor of the City's choice. The Contractor shall be billed pursuant to the provisions contained in Section 5 of this document.

5. Reimbursement for Repairs Made by the City

The Contractor agrees to reimburse the City within thirty (30) days of receipt of the bill for all costs incurred by the City in making warranty-covered repairs. The City's costs for making repairs shall include the actual costs of the repairs plus an administrative charge of twenty percent (20%) of the actual costs. The Contractor agrees to pay all expenses, including reasonable attorney's fees, incurred by the City in enforcing collection of amounts due under this Section.

COMPANY NAME

ATTESTED: _____ Authorized Signature (SEAL)

_____ Witness _____ Printed Name

_____ Title _____ Title

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

Notary Public _____

My commission expires _____ (Seal)

RELEASE AND WAIVER OF CLAIMS

awarded contractor at job closure

State of _____ County of _____

_____, _____, _____
(Name) (Title) (Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project:
Parks & Recreation 05.2023 – Kinston Community Center Pool Enclosure Project
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the City of Kinston or property of the City of Kinston is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the City of Kinston harmless for any amount which the City of Kinston is required to pay to discharge such lien or settle such claim and further will pay the City of Kinston’s expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the City of Kinston, its officers, employees and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the City of Kinston arising in any manner from the construction of the above-described project.
8. This Contractor’s Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

ATTESTED:

_____ Authorized Signature(SEAL)

_____ Witness _____ Printed Name

_____ Title _____ Title

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

Notary Public _____

My commission expires _____ (Seal)

INSTRUCTIONS FOR COMPLETING CERTIFICATE FOR NORTH CAROLINA SALES TAX FORM

The Owner may apply for a refund for all sales and/or use taxes paid in North Carolina by the Owner's contractors on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the Owner; and those taxes shall not be included in any bid amounts or the Contract sum. Contractors shall include and must pay all other taxes imposed by governmental authorities which are applicable to the contract work.

Examples of property on which sales and use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc, or any other items which do not become a part of or not annexed to the building or structure being erected, altered, or repaired.

Please submit with this form invoices (or copies of invoices) from vendors covering the items purchased.

Requests for sales tax reimbursements should be filed with the Owner with each request for Contract payment. A final sales tax reimbursement request must be filed with the Owner within 60 days from the date of final payment. The Contractor willfully forfeits reimbursement if submittal is not made within allotted time.

Project or Contract Number: The name of the project, or the City Contract Number.

Date: The date form was completed.

Trade: Your trade, e.g. electrical, plumbing, concrete contractor, etc.

Contractor: The name of your company.

Invoice Date: The date the material was purchased.

Invoice Number: The vendor's invoice number.

Name of Vendor: The vendor's name.

Description of Materials: The type of materials purchased (concrete, nails, roofing materials).

Item Cost: The cost of item(s) before taxes are added.

Sales Tax: The North Carolina State tax.

County Tax: The County tax.

Total Invoice: The sum of the Item Cost, State tax and County tax.

County Name: County where material was purchased and sales tax paid (Forsyth, Guilford, etc.)

The Owner or an officer of the company must certify that the statement is correct. The signature should also be notarized.

