

5.2

BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Raleigh Address <i>(principal place of business)</i> : 222 W. Hargett Street Raleigh, NC 27601	Bid Project <i>(name and location)</i> : Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

5.3

Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

First being duly sworn deposes and says that:

- (1) He is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Bidder that has submitted the attached Bid;
- (2) He 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, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements 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 (Recipient), or any person interested in the proposed Contract;
- (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 other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY _____

PRINTED OR TYPED NAME _____

ITS _____
(Title)

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

Notary Public My commission expires _____

END OF AFFIDAVIT

5.4

MWBE Documents

INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

Policy

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.¹ The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.²

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

Definitions

Certified Minority Business (MWBE)

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

Minority Person

A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

Socially and Economically Disadvantaged Individual

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.³

¹ See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

² See, City of Raleigh SOP 505-2.

³ See, 15 U.S.C. 637.

Bidder Responsibilities

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

Pre-Bid Opening

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

Identification of MWBE Participation

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

Affidavit A: Listing of Good Faith Efforts

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

Affidavit B: Intent to Perform Contract with Own Workforce

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

Bid Opening

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
 - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
 - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
 - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
 - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
 - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
 - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
 - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
 - ix. Assisting interested MWBE firms 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.
 - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
 - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
 - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All

actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

Post-Award

Payment

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed **Payment Affidavit - Subcontractor / Supplier Utilization Form** with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit – Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick pay commitment.

Changing a Certified MWBE Subcontractor

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed **Request to Change MWBE Subcontractor** form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

ACKNOWLEDGMENT OF MWBE POLICY

The City's policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at www.raleighnc.gov.

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City's contracting and procurement. The City's MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh's MWBE policy.

Signature

Printed Name and Title

Company

Date

IDENTIFICATION OF MWBE PARTICIPATION

Formal Contracts & Construction Contracts Equal or Exceeding \$300,000

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formally Bid City Contracts and Construction Contracts equal or exceeding \$300,000. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements.

Copy this Form as needed.

BIDDER NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	☐ Construction ☐ Services ☐ Other _____ *		
☐ PRIME IS MWBE	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	BID SUBMITTAL DATE	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

*For Professional Services Contracts, please use the Identification of MWBE Participation for Professional Services Form

☐ WORK TO BE SELF-PERFORMED

Check this box only if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use on this Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract*	Total Projected Utilization (\$)*

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

*If the proposal is subject to an RFQ process, you may enter "N/A".

Total Estimated MWBE Utilization* \$ _____

Total Proposal Amount* \$ _____

Percent Estimated MWBE Utilization* _____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

*If the proposal is subject to an RFQ process, you may enter "N/A".

AFFIDAVIT A
Listing of Good Faith Efforts (GFE)

Affidavit of _____
(Name of Bidder)

Project Name			
Project Number			
Total Project Bid		Bid Submittal Date	

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50	
POINTS	GOOD FAITH EFFORT (GFE)		
☐	10	Contacted MWBE 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.	
☐	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.	
☐	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.	
☐	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.	
☐	10	Attended pre-bid meetings schedule by the public owner.	
☐	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.	
☐	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.	
☐	25	Provided assistance to MWBE businesses 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 MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.	
☐	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.	
☐	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.	
Total GFE Points _____			

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This the ____ of _____, 20____

Signature

Printed Name/Title

AFFIDAVIT B
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

Project Name			
Total Project Bid		Bid Submittal Date	
Project Number			
☐ PRIME IS MWBE	Classification: _____	☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the City of Raleigh MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

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 work on this project** with the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the City of Raleigh in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, 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.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT C
MWBE SUBCONTRACTOR UTILIZATION COMMITMENT

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds fifteen percent (15%) of the total contract price. *Copy this Form as needed.*

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
☐ PRIME IS MWBE Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE		Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Letters of Intent Submitted Upon Notice from the City

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on Affidavit C. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ____ of _____, 20 ____

Signature

Printed Name/Title

AFFIDAVIT D
GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (15%) for this Project. The Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated independently by the City.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
☐ PRIME IS MWBE Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE		Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

SECTION 3. GOOD FAITH EFFORTS

Below is a list of Good Faith Efforts as defined in the City's MWBE Policy. To the left of each item is the number of points assigned to that item. Please place an "X" in the first column for each item you are claiming credit. Please provide any documentation, if available. Failure to achieve the minimum number of GFE points stated in the box below may constitute grounds for rejection of your bid.

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

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50
POINTS	GOOD FAITH EFFORT (GFE)	
☐	10	Contacted MWBE 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.
☐	10	Made the construction plans, specifications and requirements available for review by prospective MWBE businesses or providing these documents to them at least 10 days before the bids are due.
☐	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
☐	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
☐	10	Attended pre-bid meetings schedule by the public owner.
☐	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
☐	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
☐	25	Provided assistance to MWBE businesses 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 MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
☐	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
☐	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points (Claimed by Bidder) _____		Total GFE Points (Assessed by City) _____

Letters of Intent Submitted Upon Notice from the City

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on this Affidavit D. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the minimum level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of Certified MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ____ of _____, 20 ____

Signature

Printed Name/Title

Letter of Intent

In accordance with City of Raleigh MWBE Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each MWBE subcontractor listed on Affidavit C or Affidavit D, as may be applicable.

Project Name	
Project Number	

Section 1: TO BE COMPLETED BY THE BIDDER

Name of Bidder					
Address					
Contact Person					
Telephone		E-mail		Fax	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the City's MWBE Policy, please attach a copy of the executed Agreement with the undersigned MWBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MWBE.

Cost of Work to be Performed by MWBE \$ _____

Section 2: TO BE COMPLETED BY MWBE SUBCONTRACTOR

Name of MWBE					
Address					
Contact Person					
Telephone		E-mail		Fax	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWBE listed above, and that the description, cost and percentage of work to be performed by the MWBE as described above is accurate. The MWBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

BIDDER	_____	_____
	Signature	Date

	Print Name and Title	
MWBE	_____	_____
	Signature	Date

	Print Name and Title	

CONTRACT SUBCONTRACTOR IDENTIFICATION FORM*Building Project/Construction Contracts*(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract with the City, in accordance with NCGS §143-128.2. *Copy this Form as needed.*

CONTRACTOR NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
☐ PRIME IS MWBE	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	CONTRACT AWARD DATE	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

ALL CONTRACT SUBCONTRACTORS

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

Company Name	Contact	Description of Service/Trade	Total (\$)
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	
	Name:		
☐ Certified MWBE ☐ Registered Raleigh SCS	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the City.

Total Contract Amount

\$ _____

Total MWBE Utilization

\$ _____

Percent MWBE Utilization

(Total MWBE Utilization divided by Total Contract Amount)

_____ %

APPENDIX E - CERTIFIED SUBCONTRACTOR / SUPPLIER PAYMENT APPLICATION FORM

Contractors must submit this form with each request for payment from the City of Raleigh, including any invoice or request for final payment. Requests for payment are limited to work that has been completed and approved for all subcontractors and suppliers in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e., Prime) is responsible for collecting and submitting this Appendix E from all subsequent lower tier contractors.

Section 1: PROJECT INFORMATION

Project Name		Contractor Name	
Total Contract Amount	\$	Pay App #/Contract ID #	
Total MWBE Sub (\$/%)	\$	Invoice Amount	\$
Payment Period	___/___/20___ through ___/___/20___		City Department
FINAL PAYMENT ☐ Check only when submitting Final Pay Request.		Project Completion Date	

Section 2: PAYMENTS TO SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors used on the Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Work Performed	Percentage of Total Contract	Percent of Subcontract Completed	Payment this Period	Cumulative Payments to Date

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 3: PAYMENTS TO SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request, on a case-by-case basis, that the Contractor require certain suppliers to be registered in the Raleigh Supplier Connection System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Appendix E. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the undersigned certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20____

Signature

Print Name and Title

To be completed by City for FINAL PAYMENT

Total Paid to Contractor \$	Proposed MWBE Amount \$	MWBE Commitment: _____%
☐ Prime Contractor MWBE		
Total Paid to Subcontractors \$	Total to MWBE Subcontractors \$	MWBE Final: _____%

REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

PROJECT NAME			
PROJECT MANAGER		CONTRACT NUMBER	
PRIME CONTRACTOR		CONTACT NAME	
PHONE NUMBER		E-MAIL ADDRESS	
DATE OF CHANGE		CITY DEPARTMENT	

SECTION 1: PREVIOUS REQUESTS FOR CHANGE

☐ **NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.**

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION

CURRENT MWBE SUBCONTRACTOR			
SERVICE PROVIDED			
PERCENT OF TOTAL CONTRACT	_____ %	PERCENT OF SUBCONTRACT COMPLETE	_____ %
TOTAL AMOUNT OF SUBCONTRACT	\$ _____	TOTAL AMOUNT PAID TO DATE	\$ _____

Section 3: PROPOSED ACTION (SELECT ONE)

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

☐ **REPLACE MWBE SUBCONTRACTOR**

Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)

- ☐ The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- ☐ The listed MWBE is bankrupt or insolvent.
- ☐ The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- ☐ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- ☐ The subcontractor is substantially delaying or disrupting the progress of the work.
- ☐ Other - explain in detail on company letter head and attach to this Request.

Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).

This the ____ of _____, 20____

Signature _____ Printed Name/Title _____

TO BE COMPLETED BY CITY

SIGNATURE:

Original Total Contract Amount: \$_____

Original Total MWBE Participation _____ %

PRINT NAME:

New Total Contract Amount: \$_____

New Total MWBE Participation _____ %

DATE:

Contract Amount Impact Increase \$_____ Decrease \$_____ No Change ☐

MWBE Participation Change Increase _____ % Decrease _____ % No Change ☐

☐ APPROVED

☐ REJECTED

NOTES:



Minority and Women-owned Business Enterprise Program (MWBE)

Explanation of Affidavit A

A Listing of the Good Faith Effort (GFE)

Company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

Examples of ways to satisfy requirements are given for each criterion below:

- ☐ 1. (10 points) 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.
 - *Provide a list of potential bidders with proof of acknowledged responses (i.e. quotes)*
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Newspaper/trade ads do not qualify as GFE notification*
- ☐ 2. (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Include in the notice that plan specs are available in office/online (location/link) and at no cost to MWBEs*
 - *Newspaper/trade ads do not qualify as GFE notification*
- ☐ 3. (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
 - *Provide confirmation of solicitation that include subcontracting opportunities (i.e. itemize or group trades such as flooring/trim or divide one sub does flooring and another sub does trim)*
- ☐ 4. (10 points) 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.
 - *Obtain letter or other documentation from one of these organizations indicating that you are working with them in the recruitment of minority businesses – NCMWBE Coordinators Network, The Institute, NCIEDI or HCAC.*
 - *A list of organizations can be found at www.raleighnc.gov/mwbe*

- ❑ 5. (10 points) Attended pre-bid meetings scheduled by the public owner.
 - ***Attendance is recorded (make sure you sign-in)***
- ❑ 6. (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
 - ***Include one of the following statements in solicitation to MWBEs as it applies:***
 - ***Bonds are not required for this project***
 - ***Bidder will assist in procuring bonds or insurance if necessary***
- ❑ 7. (15 points) 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.
 - ***“MWBE Solicitation Form” is attached to the Explanation Affidavit A Form***
 - ***Provide completed MWBE Solicitation Form to document the following:***
 - ***Did not receive low quotes from MWBEs***
 - ***Bidder accepted other low quotes from MWBEs***
 - ***Written reasons for rejection of any low quotes from MWBEs***
- ❑ 8. (25 points) 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.
 - ***Indicate in solicitation the following are available: equipment, loan capital, lines of credit, or joint pay agreements for qualified MWBEs or any other needs.***
 - ***Document recent history of doing joint pay agreements such as “in the recent past, we have done joint pay agreements (lines of credit, waiving of credit, etc.) with the following MWBEs (x company, y company, z company) and intend to offer the same on this project for qualified MWBEs”***
 - ***Provide letter from vendor/supplier indicating that they will give the same pricing to MWBEs quoting to you as vendor/supplier gives directly to you***
- ❑ 9. (20 points) 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.
 - ***Indicate in solicitation that opportunities to negotiate joint venture and partnership arrangements are available***
- ❑ 10. (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.
 - ***Indicate in solicitation that quick pay agreements are available for certified MWBEs to include payment terms (i.e., Net 30).***
 - ***Document recent history of doing quick pay agreements such as “in the recent past, we have done quick pay agreements with the following MWBE’s (x company, y company, z company) and intend to offer the same on this project for qualified MWBE’s”***

SOLICITATION FORM

Copy this Form as needed to document MWBE contacts.

The Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with this form.

A Bidder must submit this Solicitation Form within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit this form within three (3) Business Days after the City requests it.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Bidder		Number MWBEs Contacted	

SECTION 2. SOLICITATION INFORMATION

If "No" is checked for "Selected" below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		

5.5 Non-Discrimination Clause

Rev.10/21/2021

NON-DISCRIMINATION AGREEMENT

This agreement is made and executed this ____ day of _____, 20____, by and between the undersigned.

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

This agreement shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract.

(Use the following form for signatures by a CORPORATION):

(Company Legal Name)

ATTEST:

(Assistant) Secretary

By: _____
(Vice) President

(AFFIX CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

By: _____(SEAL)

WITNESS:

5.6 E-Verify Form

9/13

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF WAKE

NOW COMES Affiant, _____, being duly authorized by law and on behalf of _____ (“Contractor”) after first being duly sworn hereby swears or affirms as follows:

1. Contractor has submitted a bid for contract or desires to enter into a contract with the City of Raleigh;

2. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that he/she is aware of and in compliance with the requirements of E-Verify, the federal program operated by the United States Department of Homeland Security, and Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

____ After hiring an employee to work in the United States, verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

____ Employs less than twenty-five (25) employees in the State of North Carolina.

3. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that to the best of his/her knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

This the ____ day of _____, _____.

Affiant

Sworn to and subscribed before me, this the ____ day of _____, _____.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

5.7 Qualifications

QUALIFICATIONS

Note: ALL BIDDERS MUST COMPLETE THIS SECTION. FAILURE TO PROVIDE THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE BID.

The Bidder states that he is an experienced Contractor and has completed similar projects within the last THREE years. List below three (3) similar projects, with types, names of clients, construction costs, and references. Use additional sheets if necessary.

- A. CLIENT _____
1. Type of Project _____
 2. Construction Cost _____
 3. Construction Period _____
 4. References _____
- B. CLIENT _____
1. Type of Project _____
 2. Construction Cost _____
 3. Construction Period _____
 4. References _____
- C. CLIENT _____
1. Type of Project _____
 2. Construction Cost _____
 3. Construction Period _____
 4. References _____

5.8

Sample Demolition Services Contract

CONTRACT FOR DEMOLITION SERVICES

THIS CONTRACT is entered into by and between “Name of Contractor”, **510 N Glen Drive, 511 N Glen Drive, 4824 Six Forks Road, 4830 Six Forks Road, 4900 Six Forks Road, & 4904 Six Forks Road**, hereinafter referred to as the “Contractor”, and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and

WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. DESCRIPTION OF WORK:

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and perform and complete all work in a safe, efficient and professional manner essential to the demolition of the structures and removal and proper legal disposal (pre-approved dumping site) of all materials from premises shall include but is not limited to the following:

- a. All demolition is to be performed in a safe manner ensuring that adjacent property owners are kept out of harms way during the course of the demolition. It is the responsibility of the contractor to give adjacent property owners adequate notice prior to the start of work.
- b. All structures and their foundations, floors, concrete car ports, paved entrances, exterior brick barbeque pits, and footings must be demolished and removed in entirety, Exception: (B*) Onsite salvageable beneficial fill may be utilized if **within the attached fill and grading specifications**.
- c. All grading must be completed such that the site has positive drainage. The Contractor to ensure that all adjacent properties are not affected by run off once the grading is complete.
- d. Any area or areas where foundations are removed shall be back-filled to proper grade with satisfactory materials and compacted 95% meeting a proper proctor test. Prior to backfill, area should be clear of all materials larger than one inch in diameter.
- e. Any basement floors and footings demolished (if applicable) shall be compacted 95% meeting a standard proctor test. Soil compaction test results must be provided in order to receive final payment.
- f. Entire lot shall be cleaned by hand-raking, graded, seeded, covered with straw, and compacted at 95% to meet a standard proctor test in accordance with the attached Seep Preparation Guidelines (Attachment 1) and the Seeding Schedule (Attachment 2).
- g. Entire area shall be graded to promote positive drainage.

- h. If applicable to this project, soil and erosion measures are subject to approved erosion control plan reviewed and approved by the City of Raleigh Inspections Department.
- i. All designated trees, fencing, stumps and underbrush shall be removed and disposed of in a proper landfill.
- j. Prior to seeding and applying straw, entire area should be tested for appropriate density and grade approved by the City.
- k. ALL DEMOLITION DEBRIS MUST BE DISPOSED OF AT AN APPROVED LANDFILL IN WAKE COUNTY.
- l. Location(s) of work to be performed:
The City reserves the right to cancel and remove from the agreement any property scheduled for demolition.
The location(s) of the demolition work to be performed under this contract:
 - 510 N. Glen Drive
 - 511 N. Glen Drive
 - 4824 Six Forks Road
 - 4830 Six Forks Road
 - 4900 Six Forks Road
 - 4904 Six Forks Road

2. THE CONTRACT PRICE

The City will pay the Contractor for performance of the Contract, the sum of Written Dollar Amount (**Numerical Dollar Amount**); in addition to and above the value of such salvaged materials specified to become the property of the Contractor. The City, before making payment shall require the Contractor to furnish releases or receipts from any or all persons performing work under this Contract. Additionally, when requested by the City, the Contractor shall provide dump tickets (receipts) verifying the legal and proper disposal of all debris.

3. TIME FOR COMPLETION

Within twenty (20) days from the approved contract, all applicable permits shall be obtained from the City of Raleigh, County and State of North Carolina and submitted to the Housing and Neighborhoods Department. After all permits have been submitted and the notice to proceed has been granted, the contractor shall be fully completed within twenty (20) consecutive calendar days following such commencement.

4. METHOD OF PAYMENT

If this Contract includes more than one structure as outlined in Section 1, partial payments may be made as each structure and its corresponding site is completed in accordance with this contract otherwise only one final payment is allowed per contract. Payments shall be mailed to the contractor within thirty (30) business days of receipt of a true and accurate invoice from contractor.

For services to be performed hereunder, the City shall pay the Contractor (Numerical Dollar Amount). The standard City of Raleigh payment term is NET 30 days from the date of invoice. **For prompt payment you may email all invoices to (riska.dees@raleighnc.gov and accountspayable@raleighnc.gov) or mail all invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the**

following Purchase Order Number ____. Invoices submitted without the correct purchase order number will result in delayed payment.

5. CHANGES TO CONTRACT

Written change orders requests are necessary for any work added that is not indicated in section 1 (Description of Work) above. The Change Order must consist of work to be added, changed or deleted, costs involved, and any extensions of contract deadlines. All Change Orders; must be approved in writing by the City and Contractor prior to initiation of any change in the Contract.

6. SUBCONTRACTS

The contractor shall not execute an agreement with any subcontractor to perform any work in this contract, until he has received from the City written approval of such agreement or permission.

7. PERMITS AND CODES

The contractor shall give all notices required by any state or local laws, and comply with, all applicable laws, ordinances, at his own expense. Additionally, the Contractor shall secure and pay the fees or charges for all permits required for the performance of the contract work.

8. CARE OF WORK

The Contractor is charged with exercising all means necessary to prevent accidents to persons or property adjacent to the site and meet all regulations or laws of the State of North Carolina or branch thereof applicable to this project. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the execution of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

9. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery equipment, and all hazards shall be guarded in accordance with the safety provisions of the 'Manual of Accident Prevention in Construction' published by the Associated General Contractor of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. Demolition work, which may damage adjacent property as a result of dust, smoke or airborne particulate, should be avoided. Contractor must provide and be responsible for the cost of dust control practices and shall be responsible for any resulting damage.
- d. Contractor agrees to ensure on-the-job safety on all City demolition work sites and will adhere to regulations set forth by the federal Occupational Safety and Health Administration

(OSHA).

10. APPLICABLE LAW

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

11. INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Raleigh as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read: City of
Raleigh
Post Office Box 590 Raleigh,
NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

12. INDEMNITY

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

13. INTELLECTUAL PROPERTY

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

14. FORCE MAJEURE

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. ADVERTISING

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

16. REMOVAL OF SALVAGE OR EXISTING BUILDINGS

- a. The Contractor shall demolish and/or remove all buildings and structures as otherwise specified in the technical specifications and drawings, and unless otherwise specified, no dwelling structure shall be removed from the premises in whole or substantially whole condition, but all such building shall be demolished on the premises. All foundations, and footings shall be demolished and removed, and existing sidewalks left intact or repaired if damaged. Proper safety precautions shall be taken to avoid injury or damage to adjoining properties.
- b. Upon the demolition and/or removal from the premises of a building or structure in accordance with this Contract, such building or structure or the remains thereof shall become the property of the contractor except that personal property of the third person or of occupants of such buildings shall not become the property of the Contractor.
- c. Storage of salvageable materials and equipment on the Project area will be permitted only the duration of the contract, and such storage shall at no time interfere with the activities of the City or of other contractors.
- d. ALL DEMOLITION DEBRIS MUST BE DISPOSED OF AT AN APPROVED LANDFILL IN WAKE COUNTY.

17. INTEREST OF CERTAIN OFFICIALS AND OTHERS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this Contract.

18. INSPECTIONS BY THE CITY

The City shall have the right to inspect the work at all times and at the completion thereof prior to making final payment.

19. LIQUIDATING DAMAGES

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, then the Contractor, shall pay to the City the sum of \$200.00 per calendar day for liquidated damages. If after (5) calendar days the Contractor has not completed the work, this shall be considered cause for termination of this contract by the City. Upon termination, the City shall arrange for completion of the work and the Contractor shall be liable for any excess cost occasioned by the Owner.

20. PERFORMANCE DEPOSIT

As a guarantee of performance herein above described, a certified or cashier's check made payable to the City of Raleigh will be deposited with the City in the amount of 5% of the total contract amount, the said deposit to be returned to the undersigned upon satisfactory completion of the above work as determined by the City. In the event work is not performed satisfactorily, it is understood that the performance deposit will be used by the City to complete the remaining work as outlined in the Contract.

21. TREE REMOVAL

Existing trees at the location of each structure shall be given protection against damage insofar as possible, the objective being to conserve trees without unduly interfering with the operations of the Contractor. Disturbance of any tree must be pre-approved in writing by the City of Raleigh.

22. ENVIRONMENTAL

Should any evidence of potential environmental hazards, including, but not limited to, underground storage tanks, be discovered, the Contractor must cease work immediately and contact the City.

23. TERMINATION OF CONTRACT

The City reserves the right to terminate this contract, without penalty, upon written notice to the contractor at least five (5) calendar days prior to said termination. In such event, the contractor will be compensated for work performed in accordance with the contract as determined by the City.

24. NON-DISCRIMINATION

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code § 4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the

Contract.

25. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

26. LAWS/SAFETY STANDARDS

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

27. REQUIRED FEDERAL REGULATIONS

If applicable, the federal regulations as outlined in Exhibit A (Federal Requirements) and Exhibit B (Federal Labor Standards) are incorporated and made a part of this contract.

28. APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

29. MISCELLANEOUS

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

30. AUDIT

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

31. E - VERIFY

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

32. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

33. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION

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 N.C.G.S. § 147-86.81.

34. INCORPORATION OF DOCUMENTS/COMPLETE AGREEMENT

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Proposal from Contractor dated
- Attachment 1: Seep Preparation Guidelines
- Attachment 2: Seeding Schedule

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City’s signature.

CONTRACTOR:

CITY:

Name of Contractor

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

_____(SEAL)
Signature

Signature

Name

Name

Title

Choose an item.

Title

Choose an item.

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

_____(SEAL)
City Clerk (or designee)

Name

Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer (or designee)