informal construction contract

# instructions for designers and owners

Construction, renovation and repair projects whose total construction contract amount does not exceed $300,000 do not come under the formal bidding and documentation requirements of GS 143-128.2 and GS 143-129. These projects are referred to as “informal” projects; however, they must comply with the requirements of [GS 143-131(b)](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-131.html) for minority business participation. The provisions of GS 143-128.2 for formal contracts may still be used for these projects and should be considered if advantageous to the State to do so. Informal contracts should be used with judgment and the concurrence of the State Construction Office. Informal contracts and bidding should be considered for use in projects with:

* Limited statewide contractor interest such as a small construction project, renovation or repair work that is more attractive to local contractors with a limited license or resources.
* Specialized projects limited to specialty contractors.

A project may not be subdivided or bid in “phases” to circumvent the $300,000 limit.

Informal contracts are a method of bidding and contracting and **do not** imply that the construction documents, plans and specifications be “informal” or general in nature. The construction documents must adequately describe and detail the work to be performed regardless of contract amount.

# BIDDING PROCEDURES

Although not required for construction contracts under $300,000, competitive bidding will yield the best prices and lessen the appearance of favoritism or conflict of interest by the public entity. Bid documents should be sent to all interested and qualified local contractors and to local plan rooms as applicable. A short form advertisement in the local newspaper, also not required, could ensure maximum competition in the bid process. Receipt of 3 bids is not required to open bids, but competition is lessened.

MBE requirements and 10% goal also apply on informal contracts except the Owner, not the bidder, has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. ([**GS 143-131**](http://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-131.html)(b)). Documentation and data on MBE participation is required for informal projects and must be reported upon project completion to the Department of Administration – HUB Office. [**HUB website**](http://www.doa.state.nc.us/hub/). A record of all firms solicited and bids received shall be kept by the owner and available for public inspection to document competitive solicitation of bids and MBE efforts.

All contracts must be approved for award by the State Construction Office for those agencies under its jurisdiction. The receipt of bids by the informal procedure **does not** constitute a waiver of any requirements of the General Statutes of North Carolina relating to the construction, renovation, alteration or repair of any state-owned facility. See [GS 133-1 thru 4 Public Works](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_133.html) for statute text addressing the following:

**GS133-1.1 (a&b):** Defines when an architect or registered engineer, by dollar value or by type of work, is required to prepare plans, conduct regular inspections and provide a Certificate of Compliance.

**GS133-1.1(d):** When an architect or engineer is not required in above, the Owner shall require a certificate of compliance with the State Building Code from the city or county inspector for the specific trade or trades involved. Except: this requirement shall not apply on projects wherein the plans and specifications are approved by the State Construction Office, and the completed project is inspected by the State Construction Office…”.

**GS 133-3:** Competitive specifications are required. If a brand name is used, then at least 3 acceptable brands, or as many as are available, shall be specified.

Do not include these instructions in the Bid Document

**Differences between Formal and Informal:**

* Informal bidding does not require public advertisement, but may be if desired.
* Receipt of 3 bids at first opening is not required. Solicitation of at least 3 bids is desired.
* Informal Bids may be received electronically via fax or e-mail.
* Informal bidding does not require a bid bond; performance bond and payment bond, but may be included if desired but adds 2-3% to project cost
* Informal bidding does not require the MBE forms from the bidder. However, the public entity (owner) must comply with the provision for a good faith effort [GS 143-131(b)](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-131.html) in the solicitation for minority participation. Owner effort must be documented and upon completion of project, a report shall be made (including the type of project, total dollar value of the project, and the dollar value of minority business participation) to the Department of Administration, Office for Historically Underutilized Business. See HUB [website](http://www.doa.state.nc.us/hub/) for on-line reporting procedures.
* Informal bidding has fewer and less complicated general conditions, bid forms, and contract.

**NOTE:**

This Informal format must be edited for use. Portions in red, require edits and unneeded SGC articles must be removed before issuance of these documents.

Do not include these instructions in the Bid Document

###### i N F O R M A L C O N T r A C t

For

Fayetteville State University (FSU)

Project Name and SCO ID #

Fayetteville, NC  
FSU Project Code: ?????? Item: ???

# SCOPE OF WORK

Brief project scope…

## NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Name, Project Manager

Fayetteville State University, Facilities Management

1200 Murchison Road

Fayetteville, NC 28301

Telephone: 910-672-1431 / Fax: 910-672-1113

Email: ?????????????

up to **Time**, on Date and immediately thereafter publicly opened and read aloud. Project plans, specifications and contract documents can be obtained from/at…….????? Fee or not?

Note: A pre-bid meeting will be held on site on Date at Time. Any preferred brand alternates will be discussed at this public meeting. For pre-bid, bid opening, future contracted business, etc., arrive early enough to register your vehicle, with Campus Police (located in the Mitchell Building) for a parking permit; then park in an available space, not the grass/landscape.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for ([See Licensing Board](http://www.nclbgc.net/)) Rules & Regulations .

A bid bond, performance bond, and payment bond are or are not required for this project.

No bid may be withdrawn after the opening of bids for a period of 60 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid Proposal: Attn**: Name, Project Manager

(Project Name)

(Bid Date)

(Contractor)

(License Number)

G E N E R A L C O N D I T I O N S

# GENERAL

It is understood and agreed that by submitting a bid that the Contrac­tor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself rela­tive to the Work to be performed.

# MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer’s name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

# CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may not be subject to inspection by county or municipal authorities. Permits are not required for this project. Contractor must schedule inspections in advance with the State Construction Office’s Electrical Inspector, designer of record and owner as needed. Contractor to maintain and furnish copies of inspection certificates as noted.

# SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

# TAXES

Federal Excise Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3442(3)).

Federal Transportation Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended).

North Carolina Sales Taxes and Use Tax do apply to materials entering into State Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into State work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

# Accounting Procedures for Refund of County Sales & Use Tax (This section only applies to State owned projects)

Contractors for State owned projects shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

# EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

In accordance with G.S. 143-128.2 (effective January 1, 2002) regarding guidelines and established goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of $300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

Federal-funding provision: Equal Employment Opportunity (EEO) —Contractor must be in compliance with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor must post current EEO poster on job site.

# INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen’s Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than $300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than $500,000 on account of one accident; and Property Damage Insurance in an amount not less than $100,000/$300,000.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or the Owner of such alteration or cancellation.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

# INVOICES FOR PAYMENT

No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices, release of lien forms and other information requested are to be sent to:

Name, Project Manager

Fayetteville State University, Facilities Management

1200 Murchison Road

Fayetteville, NC 28301

Telephone: 910-672-1431 / Fax: 910-672-1113

It is imperative that contract documents, invoices, etc., be sent to the above address in order to assure proper and timely delivery and processing.

# CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner. Also see EPA note in Supplementary General Conditions, that applies.

# GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

# CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

##### SUPPLEMENTARY GENERAL CONDITIONS

**TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written

order from the Designer and shall fully complete all work hereunder within (**#???)** consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of **$$$$$** dollars as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified. If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

**PERFORMANCE AND PAYMENT BONDS (If applicable)**

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do

business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form

bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds

# ROOFING GUARANTEE (If applicable)

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract.

The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of two (2) years following acceptance of the project by the Owner.”

The Roofing System Manufacturer shall inspect the installation and warrant the materials and workmanship of the roofing system against leakage for a minimum period of twenty (20) years following acceptance of the project by the Owner.

**UTILITIES (If Applicable)**

Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.

Use of existing toilets is not permitted. Contractor to provide temporary toilet facilities for contractor’s and

subcontractor’s employees. FSU-required utilities interruption forms or hot work permit forms require 72-hour

advance notice and approval.

**EPA**

Any items removed during demolition and any waste generated must be recycled, if recyclable, and

properly disposed of through local solid waste management. Contractor must provide Owner proof of

documentation for all items recycled and or disposed of properly.

**SECURITY**

Owner not responsible for security of contractor’s property.

**USE OF SITE**

Work hours are for access to the site are….???

**PARKING**

Parking allowed in designated areas. Contractor(s) must register all vehicles with FSU Police & Public Safety and obtain one of the following parking permits per vehicle:

• Academic Year (Sep 1-Aug 31)- $60

• Month- $35

• Week- $5

• Day- $1

.

# ALTERNATE BIDS

Should be used to control project costs. Base bid 90% of budget with add alternates to 110% of budget makes contract award possible without negotiation.

# UNIT PRICES

For unknown conditions or amounts of work. Always provide and estimated amount for inclusion in the Base Bid then a unit price to adjust the actual amount up or down.

**TECHNICAL SPECIFICATIONS**

**FOLLOW THE SUPPLEMENTARY GENERAL CONDITIONS.**

###### PROPOSAL AND CONTRACT

For

Fayetteville State University  
Project Name

Fayetteville, NC  
FSU Project Code:?????, Item: ???

# SCOPE OF WORK

Brief project scope…

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the State of North Carolina through Fayetteville State University for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the (State of North Carolina) and Designer of Record / Fayetteville State University for the sum of:

**BASE BID: Dollars $**

Respectively submitted this day of 20

**(Contractor)**

Federal ID#: By:

Witness: Title:   
 (Owner, partner, corp. Pres. Or Vice President)  
 Address:   
(Proprietorship or Partnership)

Attest: (corporation) Email Address:

(**Corporate Seal**)

By: License #:

Title:

(Corporation Secretary/Ass't Secretary)

**ACCEPTED by the** **STATE of North Carolina**

through

Fayetteville State University

(Agency/Institution)

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

DATE: 20

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina**\*** through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as obligee, in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this          day of           20

WHEREAS, the said principal is herewith submitting proposal for

and the principal desires to file this bid bond in lieu of making

the cash deposit as required by G.S. 143‑129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143‑129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143‑129.1

 (SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

 (SEAL)

#### FORM OF PERFORMANCE BOND

|  |  |
| --- | --- |
| Date of Contract: |  |
| Date of Execution: |  |
| Name of Principal  (Contractor) |  |
| Name of Surety: |  |
| Name of Contracting Body: |  |
| Amount of Bond: |  |
| Project |  |

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above‑bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in   counterparts.

Witness:

Contractor: (Trade or Corporate Name)

  By:

(Proprietorship or Partnership)

Attest: (Corporation) Title:

(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By:

Title:

(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

Witness: By:

  Title:

(Attorney in Fact)

Countersigned:

  (Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address‑Surety Agency

Surety Company Name and N.C.

Regional or Branch Office Address

#### FORM OF PAYMENT BOND

|  |  |
| --- | --- |
| Date of Contract: |  |
| Date of Execution: |  |
| Name of Principal  (Contractor) |  |
| Name of Surety: |  |
| Name of Contracting Body: |  |
| Amount of Bond: |  |
| Project |  |

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above‑bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in   counterparts.

Witness:

Contractor: (Trade or Corporate Name)

  By:

(Proprietorship or Partnership)

Attest: (Corporation) Title:

(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By:

Title:

(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

Witness: By:

  Title:

(Attorney in Fact)

Countersigned:

  (Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address‑Surety Agency

Surety Company Name and N.C.

Regional or Branch Office Address

**Attach and submit with bid**

Identification of HUB Certified/ Minority Business Participation

I, ,

(Name of Bidder)

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

Firm Name, Address and Phone # Work Type \*Minority \*\*HUB

Category Certified

(Y/N)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |
|  |  |  |  |
|  |  |

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**D**)

### \*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

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

**Attach and submit with 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.

Date: Name of Authorized Officer:

Signature:

#### Title:

#### State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of

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

#### Notary Public

### My commission expires

**Attach and submit with bid**

**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.

Date: Name of Authorized Officer:

Signature:

Title:

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

Subscribed and sworn to before me this day of 20\_\_\_

Notary Public

My commission expires

**State of North Carolina - AFFIDAVIT C - Portion of the Work to be**

**Performed by HUB Certified/Minority Businesses**

**County of**

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

If the portion of the work to be executed by HUB certified/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 | \*\*HUB Certified  Y/N | 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**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

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.

Date: Name of Authorized Officer:

Signature:

Title:

State of , County of

Subscribed and sworn to before me this day of 20

Notary Public

My commission expires

**Do not submit with bid**

**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 HUB Certified/ 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 | \*\*HUB  Certified  Y/N | 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**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**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.

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.

Date: Name of Authorized Officer:

Signature:

Title:

State of , County of

Subscribed and sworn to before me this day of 20

Notary Public

My commission expires

**Do not submit with bid**

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address & Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCO Project ID:

Pay Application #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| MBE FIRM NAME | \* TYPE OF MBE | AMOUNT PAID  THIS MONTH  (With This Pay App) | TOTAL PAYMENTS  TO DATE | TOTAL AMOUNT COMMITTED |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

\*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI),

White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name Title

Date Signature

**SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT**

**FAYETTEVILLE STATE UNIVERSITY**

**FACILITIES PLANNING AND CONSTRUCTION**

**UTILITY INTERRUPTION REQUEST FORM**

**REQUESTOR INFORMATION**

Requester: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_(\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOCATION & PURPOSE OF OUTAGE**

Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Floor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Room/Areas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Outage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# REQUESTED PERIOD OF OUTAGE

Beginning Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_

Ending Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **APPROVAL**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **FMPC Project Manager**  **Date**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Director of Operations Date**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Director of FMPC Date**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Associate VC for Facilities Management Date** |

## FSU’s Utility Interruptions Procedure

# General

One of the most critical responsibilities of the Facilities Management Planning & Construction Project Manager (FMPC PM) is to schedule and to coordinate utility interruptions to existing building systems. Interruptions must be planned and scheduled with input from the users of the building as to their programs affected by the interruption in order to minimize negative impacts to the community. Utility interruptions are usually required in new construction to achieve connection of the new building system to existing campus distribution systems. In renovation and utility upgrade projects, utility interruptions are almost always required to complete the contract work. It is the policy of Fayetteville State University to coordinate all utility outages related to construction through Facilities Management Planning and Construction Office.

# Procedure

* All utility interruptions expected to last 4 hours or less requires a minimum 72 hours advance notice.
* FMPC PM must notify Director of Operations or designee of proposed outage to coordinate time and required FSU personnel.
* If the Director of Operations is not available FMPC PM should notify Supervisor of HVAC/Plumbing/Electrical Shop.
* Once utility interruption time is confirmed, FMPC PM must notify Director of FMPC and/or Associate VC for Facilities Management.
* After all confirmations have been received a campus-wide notification will be emailed and affected buildings and Campus Police will receive phone notifications.
* All utility interruption expected to last more than 4 hours require a minimum of 7 days advance notice and will occur on weekends or holidays.
* FMPC PM or designee must be present at the beginning of utility interruption and must verify utilities have been properly restored at the end of utility interruption.

(Rev.1/12/04)

**MONTHLY CONSTRUCTION PROGRESS REPORT**

|  |  |  |  |
| --- | --- | --- | --- |
| Designer |  | Address |  |
| Location |  | Date |  |
| Job Title |  | Starting Date |  |
| SCO ID# |  | | |

**PERCENT COMPLETION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **% Previous Month** | **%This Month** | **% Total to Date** | **% Scheduled** | **Completion Date** |
| General Contract |  |  |  |  |  |
| Plumbing Contract |  |  |  |  |  |
| Mechanical Contract |  |  |  |  |  |
| Electrical Contract |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Change Orders Since Last Report:

|  |  |  |
| --- | --- | --- |
| **Change Order Number** | **Amount** | **Purpose** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Insurance up to Date: Yes \_\_\_ No \_\_\_

Explanation (if no):

|  |
| --- |
|  |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Financial Status:** | Previously Authorized | Authorized This Month | Total Contract Inc. Extras | % of Total Authorization |
| General |  |  |  |  |
| Plumbing |  |  |  |  |
| Mechanical |  |  |  |  |
| Electrical |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Totals |  |  |  |  |

If work is behind schedule, what action has been taken?

|  |
| --- |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |