



Proposal

Title: Town of Duck, 2023 Multi-purpose Path Improvement Project
Project: Path Replacement from Blue Heron Lane to Waxwing Lane
Route(s): NC Highway 12 Right-of-way
County: Dare County
Date: January 20, 2023 Bid Opening: February 17, 2023

Notice:

All Bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the Bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the Bid is \$30,000 or more, except for certain specialty work as determined by the Licensing Board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Bidders must comply with applicable portions of current law, including but not limited to, legislation adopted in Session 2001 by the General Assembly of North Carolina, including Senate Bill 914 and House Bill 1169.

Name of Bidder

Address of Bidder

Return Bids to:

Town Manager
Town of Duck
1200 Duck Road
P.O. Box 8369
Duck, NC 27949

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INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS,
THE TECHNICAL SPECIFICATIONS, AND THE CONTRACT FORM CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID**

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

1. DEFINITIONS

Capitalized terms not defined herein shall have as their meaning the definition provided in the Technical Specifications. The following definitions shall apply:

- A. **Proposal Form** – This document entitled “Proposal”, which describes the procedures for bidding on the “2023 Multi-purpose Path Improvement Project” and the possible awarding of a contract for said project, as said document is considered prior to completion by a Bidder.
- B. **Technical Specifications** – That certain document entitled “Technical Specifications for 2023 Multi-purpose Path Improvement Project” which document details requirements with regard to the repairs to sections of the multi-purpose path along the right-of-way of NC Hwy 12 for the Town.

2. PROPOSAL REQUIREMENTS

2.01 Form of Proposal

A. The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier’s check, shall be enclosed in a sealed, labeled and addressed envelope, and filed with the Town, all as provided in this Proposal Form. Each Bid shall be prepared and submitted in accordance with the following requirements:

- 1. The bid sheets furnished by Town in this Proposal Form shall be used and shall not be altered in any manner. The entire, completed Proposal Form must be returned to the Town; do not separate the bid sheets from the Proposal!
- 2. All entries on the bid sheets, including signatures, shall be written in ink.
- 3. The Bidder shall submit a total fixed lump sum price for each part of the project on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. The Bidder shall provide a unit price figure for each item listed on the bid form entitled “Contract Bid Sheet – Unit Prices”. The prices for each part of the Project will each be written in figures.
- 4. A total amount bid for the total of each part of the project shall be entered in the “Base Bid” column of the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. Such total shall be written in figures and shall be determined by adding the amounts bid for each of the projects involved.
- 5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. An authorized representative of the Bidder shall initial the change in ink.
- 6. The Bid shall be properly executed. All Bids shall show the following information:
 - Name of individual, firm, corporation, partnership or joint venture submitting Bid.
 - Name of individual or representative submitting Bid and position or title.
 - Name, signature, and position or title of witness.
 - Federal Identification Number.
 - Contractor’s License Number.
- 7. Bids submitted by corporations shall bear the seal of the corporation.
- 8. The Bid shall not contain any unauthorized additions, deletions or conditions.

9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. Bids for this project shall be separated and marked in the following manner:
 - A copy of the Contractor's License and efforts to seek Women Business and Minority Business participation shall be placed in an envelope numbered "Envelope #1" and marked as to its contents.
 - The Bid submitted shall be placed in a separate envelope numbered "Envelope #2" and marked as to its contents.
 - Items A. and B. listed above shall constitute each company's Bid. Each Bid, with the bid sheets still attached, shall be placed in a sealed envelope, marked clearly, on the outside of the envelope with the phrase "Sealed Bid –2023 Multi-purpose Path Improvement Project", as to indicate the contents without being opened, see note 12., and shall have been delivered to and received in the Duck Town Hall at 1200 Duck Road, Duck, NC by 11:00 AM on February 17, 2023. No Faxed bids will be accepted.
11. The sealed bid must display the following statement on the front of the sealed envelope:

Sealed Bid
2023 Multi-purpose Path Improvement Project
Blue Heron Lane to Waxwing Lane
to be opened at 11:00 AM on February 17, 2023.

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Town Manager
Town of Duck
P.O. Box 8369
Duck, NC 27949

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required pursuant to a Proposal embracing alternate Bids. All items identified above and all parts of this Proposal Form must be completed and returned with the Bid.

- B. Unless otherwise specified, Bidders shall bid on all items listed in the Proposal Form, and the lowest responsible Bidder shall be determined as noted in Subsection 3.01 of this Proposal Form. Except as provided herein, Proposals which are incomplete or fail to comply with all items required in the Proposal Form may be rejected.

2.02 Withdrawal, Modification, or Alteration of Proposal

- A. A Proposal may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw a Proposal after the scheduled closing time for filing Bids. The provisions of this Section shall apply to Bids where the Bidder has been negligent in preparing the Bidder's Proposal.
- B. Prior to the scheduled time for opening the Bids, changes may be made to any Bid. Such changes shall be initialed by the Bidder or his agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the Town will prevail. The Bidder is responsible for ensuring that the changes to the Bid are received by the Town within the deadline provided above. To make such changes, the Bidder shall either: (1) withdraw the Bidder's previous Bid and provide a new Bid that meets all the requirements for submitting an initial Bid as provided in this Proposal Form; or (2) retrieve the Bidder's previous Bid, modify the same, and then resubmit the same according to the requirements of submitting an initial bid as provided in this Proposal Form.

2.03 Late Proposals

- A. Proposals received after the scheduled closing time for filing bids as set forth in this Proposal Form will be

rejected and returned unopened to the Bidder, unless such closing time is extended by the Town.

2.04 Examination of Contract Documents and Site of Work

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and Contract Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the Contract Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Bidder must take into consideration in such Bidder's Bid the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
- B. Refer to the Technical Specifications for additional provisions relative to site conditions.

2.05 Interpretation of Contract Documents

- A. If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Bidders. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner.
- B. THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.
- C. One (1) lump sum bid shall be provided. The Town may also choose to discard some or all of the bids for any reason.

2.06 Addenda to Contract Documents

- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if such Contractor is awarded the Contract.

2.07 Familiarity with Laws and Ordinances

- A. The Bidder is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.
- B. The Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the Town of Duck and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of Town of Duck contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environment and Natural Resources

Division of Land Quality

Division of Water Resources

Division of Coastal Management

Division of Air Quality

Division of Marine Fisheries

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Dare County Health Department

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

2.08 Amount of Work to be Done

- A. Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof. Unit Prices shall extend to these changes.
- B. The Owner does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated for the Bid. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

2.09 Bid Prices to Cover the Entire Work

- A. The Bid is a lump sum Bid for the Base Bid as provided on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”.
- B. Bidders must complete the unit price bid form entitled “Contract Bid Sheet – Unit Prices” so that the prices included cover the entire cost of each item of work set forth on the aforementioned form, and when, in the opinion of the Owner, the prices in any Proposal are obviously unbalanced, such Proposal may be rejected.

2.10 Subcontracts

- A. The Contractor shall not subcontract to any one subcontractor a larger percentage of the work than the Contractor performs through the Contractor's employees. The Contractor shall perform at least 40 percent of the work through the Contractor's employees.

2.11 Rejection of Proposals

- A. The Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities not affecting substantial rights.
- B. The Town reserves the right to reject any or all bids or to reduce the scope of work to fit within the Town's budget.
- C. Per the Proposal and GS, the Owner may reject a bid if the Town finds any one of the following: (i) bidder does not have sufficient financial ability to perform the contract; (ii) bidder does not have equipment available to perform the Contract; (iii) bidder does not have key personnel available of sufficient experience to perform the contract; (iv) or bidder has repeatedly breached contractual obligations to public and private contracting agencies; (v) or bidder is not a responsible Bidder.
- D. The Owner may make such investigation as is necessary to determine whether a Bidder is a responsible Bidder. If a bidder fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids on a finding of Owner that it is in the public interest to do so.
- F. No bid for a construction contract shall be received or considered by Owner unless the Bidder holds the proper North Carolina Contractors License to perform the project work. General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the Town Council and submit satisfactory evidence that he has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer and Town.

3. AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

- A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Bidder submitting the lowest acceptable and responsible Bid. In determining the lowest acceptable and responsible Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Bidder to perform the work, and whether the Bidder is a responsible Bidder.
- B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit price of Bid shall govern.
- C. Between the time of the opening of the Bid Proposal and the award of the Contract, the low Bidder may discuss with the Engineer and Town any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual

Documents between the Engineer, the Town, and the Contractor. The award will be made by the Town Manager or Public Works Director.

- D. Award and tender of Contract or the rejection of all bids shall be made within 45 calendar days after the date of opening Bids.

3.02 Execution of Contract

- A. The lowest responsible Bidder to whom the Contract is awarded, if it be awarded, shall be notified by the Town. Within ten (10) days from the date of receipt of notice that the Bidder has been awarded the Contract, Bidder shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 3.06 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3.03 Failure to Execute Contract

- A. Failure on the part of the Bidder to execute the Contract in accordance with subsection 3.02 will be just cause for cancellation of the award and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the Owner as liquidated damages sustained by the breach of contract by the Bidder. The Owner may then award the Contract to the next lowest acceptable and responsible Bidder, re-advertise the work, or take such other course the Owner deems expedient.

3.04 Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

3.05 Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Town Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

3.06 Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specification, including Section 7.06 of the Technical Specifications s) has been obtained. A certificate of insurance

evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by Town Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

3.07 Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of work after the issuance of such notice.

3.08 Weather Delay Policy

- A. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity and frequency.
 - 1. Owner and Contractor agree that the determination of "normal" intensity and frequency of weather events can be a difficult process. In lieu of any attempt to determine same through records or opinions of some weather agency, Owner and Contractor, by their having signed the Construction Contract agreement for this Project mutually agree that a number of calendar days equal to 10% of the Contract Time shall represent the number of days during which work is not feasible (Bad Weather Days) during "normal conditions". Only Bad Weather Days **in excess of said 10%** shall be a valid basis for claim for extension of the Contract Time. The following procedures shall be followed:
 - a. Once each week during the Contract Time, Contractor shall notify Engineer of any Bad Weather Day(s) occurring during the previous week. Should Contractor fail to so notify Engineer within fourteen (14) calendar days after any such Bad Weather Day, Engineer may refuse to accept such day. Owner and Contractor agree that this shall be an ongoing process, while events are fresh in everyone's minds, and in no case shall the determination of Bad Weather Days be done retrospectively at the end of the project.
 - b. Events giving rise to a Bad Weather Day shall include, but not necessarily be limited to, the following:
 - (1) Rain during working hours totaling more than 0.25" or lasting more than 2 hours.
 - (2) Excessively wet jobsite conditions due to heavy rain the previous day or night.
 - (3) Other extreme and dangerous weather, such as heat 100° F or above, nearby lightning, etc.
 - (4) Temperatures too cold for proper conduct of paving, concrete or other operations.
 - (5) Flooding or other effects of tropical storm, hurricane or nor'easter.
 - (6) Any weather or other event giving rise to a declaration of a State of Emergency by the Town Manager or other public official in the jurisdiction of the jobsite.
 - (7) No Bad Weather Day will be approved during which the Contractor actually carries out production operations for at least 6 hours.

- c. Engineer shall keep a running record of Bad Weather Days, on an individual day basis, noting the type of condition which prevented work. If Engineer disagrees with Contractor that conditions on a given day were unsuitable for work, he shall promptly advise Contractor of such opinion.
- d. After the cumulative number of Bad Weather Days exceeds the said 10% of the Contract Time, each excess day (except as provided below) shall be the basis of a claim for one day's extension of the Contract Time.
- e. Bad Weather Day conditions occurring on a weekend or Holiday, as defined herein, shall not be counted toward the 10%. Nor shall any excess day where Bad Weather Day conditions exist be a basis for extension of time if that day is on a weekend or Holiday.

Town of Duck

Contract Bid Sheet - 2/17/23

Title: Town of Duck 2023 Multi-purpose Path Improvement Project
Project: NC HWY 12 –Blue Heron Lane to Waxwing Lane

Bid Table

Lump Sum Bid – Path Repair Plan - NC Hwy 12 –Blue Heron Lane to Waxwing Lane	
--	--

Contractor: _____

Address: _____

License Number: _____

Federal Tax ID Number _____

Authorized Agent: _____ **Title:** _____

Signature: _____ **Date:** _____

Witness: _____ **Title:** _____

Signature: _____ **Date:** _____

Contractor Acknowledgment of Addendums

Authorized Agent Signature: _____

Number of Addendums Received: _____

THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS CONTRACT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON AND ENTERING INTO THIS CONTRACT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THIS CONTRACT, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Town of Duck

Contract Bid Sheet - Unit Prices -2/17/23

Title: Town of Duck 2023 Multi-purpose Path Improvement Project
Project: NC HWY 12 – Blue Heron Lane to Waxwing Lane

Item No.	Description	Unit	Unit Price
1	Asphalt Path Demolition	sq.yd.	
2	Undercutting	cu.yd.	
3	Import Fill Material	cu.yd.	
4	Seed	acre	
5	Conventional Concrete – 4000 psi mix	cu.yd.	
6	18” Tall Retaining Wall	ft.	
7	24”x36” ADA Truncated Dome Surface	each	

Listing of Minority Business & Women Business Subcontractors

Firm Name & Address	Minority Business (MB) & Women Business (WB)	Item No.	Item Description	*Agreed Upon Unit Price	Dollar Amount of Sublet Item

Dollar Amount of MB Subcontractor _____
 MB Percentage of Total Contract Bid Price _____
 Dollar Amount of WB Subcontractor _____
 WB Percentage of Total Contract Bid Price _____

*The dollar volume shown in this column shall be the actual price agreed upon by the Prime Contractor and the MBIWB Subcontractor. These prices will be used to determine the percentages of the MB/WB participation in the Contract.

Minority Business Participation in Path Improvement Project Talking Points

North Carolina General Assembly amended state law effective January 1, 2002 requiring a verifiable ten percent goal for participation by minority businesses in the total value of work for each project for which a contract is awarded by units of local government.

Each contractor bidding on this project is expected to make a good faith effort to recruit minority business participation whether a subcontractor or vendor of supplies, material or equipment.

A minority business is one in which at least 51% is owned by one or more minority persons, or if a corporation, in which at least 51% of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals.

As a part of the bid, contractors are expected to (1) identify the minority businesses it will use on the project and the total dollar value of the bid that will be performed by the minority businesses or (2) document good faith efforts to meet the goal of minority participation. The documentation of good faith efforts must include evidence of good faith efforts implemented such as advertisements or solicitations for minority business participation in the project.

Good faith efforts include:

1. Contacting minority businesses that reasonably could be expected to submit a quote;
2. Make the construction plans, specifications and requirements available for review by minority businesses;
3. Break down or combine elements of the work into economically feasible units to facilitate minority participation;
4. Work with minority trade, community or organizations;
5. Provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance;
6. Negotiate with minority businesses in good faith and not reject as unqualified without sound reasons;
7. Provide assistance to 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;
8. Negotiating joint venture agreements with minority businesses;
9. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.