

Public Records Request #6235

The following materials have been gathered in response to public records request #6235. These materials include:

- Upper Little Sugar Creek Replacement Sewer: Phase 2 and Phase 3 From Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP – Dellinger, Inc.
- Upper Little Sugar Creek Replacement Sewer: Phase 2 and Phase 3 From Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP – Sanders Utility Construction Co. Inc.
- Upper Little Sugar Creek Replacement Sewer: Phase 2 and Phase 3 From Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP – State Utility Contractors, Inc.

This information was provided as a response to a public records request on 9/30/21 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

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ADDENDUM NO. 1 - BID FORM

UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER – PHASE 2 AND PHASE 3 FROM
BILMARK AVENUE TO CANTERWOOD DRIVE AND 911 GEORGETOWN SDIP

Charlotte Water Phase 2 Project No: 7030250014-17-510

Charlotte Water Phase 3 Project No: 7030250014-18-528

Charlotte Storm Water Services Project No: SWD E S 1 0 2 2 8

Bidder Name: Dellinger, Inc.

Bid Date: 9-28-2021

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Charlotte - Charlotte Water

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9-17-2021</u>
<u>2</u>	<u>9-23-2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 AND 911 GEORGETOWN SDIP

SECTION 1 - UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 BID ITEMS

For furnishing all new materials, labor, equipment and all that may be incidental to and for the construction of sewer facilities as outlined below:

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	FOR CLEARING RIGHT-OF-WAY AND GRUBBING UNDERBRUSH, AS SPECIFIED	1	LS	\$250,000.00	\$250,000.00
2	FOR FURNISHING AND INSTALLING NEW SANITARY SEWER PIPE, AS SPECIFIED, COMPLETE IN PLACE				
A	8-INCH SEWER				
1	0'-6' DEPTH	80	LF	\$82.00	\$6,560.00
2	6'-8' DEPTH	80	LF	\$91.00	\$7,280.00
3	8'-10' DEPTH	60	LF	\$105.00	\$6,300.00
4	10'-12' DEPTH	10	LF	\$135.00	\$1,350.00
5	12'-14' DEPTH	10	LF	\$170.00	\$1,700.00
6	14'-16' DEPTH	10	LF	\$220.00	\$2,200.00
B	16-INCH SEWER				
1	0'-6' DEPTH	140	LF	\$215.00	\$30,100.00
2	6'-8' DEPTH	450	LF	\$225.00	\$101,250.00
3	8'-10' DEPTH	210	LF	\$240.00	\$50,400.00
4	10'-12' DEPTH	500	LF	\$270.00	\$135,000.00
5	12'-14' DEPTH	1,100	LF	\$305.00	\$335,500.00
6	14'-16' DEPTH	610	LF	\$355.00	\$216,550.00
7	16'-18' DEPTH	50	LF	\$415.00	\$20,750.00
C	18-INCH SEWER				
1	0'-6' DEPTH	100	LF	\$285.00	\$28,500.00
2	6'-8' DEPTH	1,270	LF	\$295.00	\$374,650.00
3	8'-10' DEPTH	700	LF	\$315.00	\$220,500.00
4	10'-12' DEPTH	700	LF	\$345.00	\$241,500.00
5	12'-14' DEPTH	320	LF	\$385.00	\$123,200.00
6	14'-16' DEPTH	10	LF	\$435.00	\$4,350.00
3	FOR SUBSTITUTING DUCTILE IRON PIPE FOR ANY SEWER INCLUDED IN THE CONTRACT, AS SPECIFIED, COMPLETE IN PLACE				
A	8-INCH SEWER (PRESSURE CLASS 350)	110	LF	\$30.00	\$3,300.00
B	16-INCH SEWER (PRESSURE CLASS 250)	40	LF	\$40.00	\$1,600.00
C	18-INCH SEWER (PRESSURE CLASS 250)	190	LF	\$45.00	\$8,550.00
4	FOR 4-INCH SEWER SERVICE LATERAL CONNECTIONS TO THE MAIN, AS SPECIFIED, COMPLETE IN PLACE				
A	INTO MANHOLES (REGARDLESS OF SIZE)				
1	AT THE INVERT	4	EA	\$2,980.00	\$11,920.00
2	ELEVATED, INCLUDING BASIC 0'-3' DEPTH INSIDE DROP INCLUDING BEND AND TEE (4" OR 6" DIAMETER ONLY)	1	EA	\$3,700.00	\$3,700.00
3	FOR EXTRA DEPTH OF 4" OR 6" INSIDE DROP	5	VF	\$87.00	\$435.00

B	8" X 4" PVC TEES	1	EA	\$1,080.00	\$1,080.00
C	8" X 4" DIP TEES	1	EA	\$825.00	\$825.00
D	16" X 4" PVC TEES	35	EA	\$2,740.00	\$95,900.00
E	16" X 4" DIP TEES	1	EA	\$3,060.00	\$3,060.00
F	18" X 4" PVC TEES	1	EA	\$4,420.00	\$4,420.00
G	18" X 4" DIP TEES	1	EA	\$3,500.00	\$3,500.00
5	FOR 4-INCH SEWER SERVICE LATERALS AS SPECIFIED, COMPLETE IN PLACE				
A	FOR 4-INCH PIPE (SCHEDULE 40 PVC)				
1	0'-6' DEPTH	10	LF	\$29.00	\$290.00
2	6'-10' DEPTH	40	LF	\$34.00	\$1,360.00
3	10'-14' DEPTH	90	LF	\$40.00	\$3,600.00
4	14'-18' DEPTH	40	LF	\$49.00	\$1,960.00
B	FOR BORING 4-INCH SERVICE LATERALS UNDER OBSTACLES WHERE DIRECTED BY THE ENGINEER IN THE FIELD (ADD ON TO "A" ABOVE)	30	LF	\$97.00	\$2,910.00
C	FOR SUBSTITUTING 4-INCH (PRESSURE CLASS 350 DIP) (ADD ON TO "A" ABOVE)	30	LF	\$46.00	\$1,380.00
D	FOR 4" CLEANOUTS PER THE STANDARD DETAIL, COMPLETE WITH WYE FITTING, STAND PIPE, REMOVABLE AIRTIGHT PLUG, AND CAST IRON VALVE BOX COVER				
1	0'-6' DEPTH	1	EA	\$1,310.00	\$1,310.00
2	6'-10' DEPTH	1	EA	\$1,480.00	\$1,480.00
3	10'-14' DEPTH	1	EA	\$1,700.00	\$1,700.00
4	14'-18' DEPTH	1	EA	\$2,020.00	\$2,020.00
6	FOR INTERNAL CCTV INSPECTION OF NEW SEWER MAINS AND LATERALS (ANY DIAMETER), AS SPECIFIED, COMPLETE	6,400	LF	\$9.00	\$57,600.00
7	FOR BASIC 0'-6' DEPTH MANHOLES, 4-FOOT DIAMETER, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE				
A	MANHOLES IN PAVED AREAS, FRAME BOLTED TO MANHOLE WITH CONCRETE ENCASMENT PER THE STANDARD DETAIL, COMPLETE IN PLACE	15	EA	\$6,190.00	\$92,850.00
B	MANHOLES IN UNPAVED AREAS, FRAME BOLTED TO MANHOLE PER THE STANDARD DETAIL, COMPLETE IN PLACE	22	EA	\$4,530.00	\$99,660.00
8	FOR EXTRA 4-FOOT DIAMETER MANHOLE DEPTH, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE	170	VF	\$435.00	\$73,950.00
9	FOR 8" OUTSIDE DROPS AT MANHOLES, BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)				
A	BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)	3	EA	\$4,110.00	\$12,330.00
B	FOR VERTICAL FOOTAGE GREATER THAN 4' AT EACH OUTSIDE DROP	3	VF	\$190.00	\$570.00
10	FOR CONCRETE SLIDES AT MANHOLES, AS SPECIFIED, ANY SIZE/HEIGHT OF CONCRETE SLIDE, COMPLETE IN PLACE	3	EA	\$1,600.00	\$4,800.00
11	FOR ABANDONING EXISTING MANHOLES IN PLACE BY REMOVING THE MANHOLE TO 3 FEET BELOW GRADE, PLUGGING CONNECTING PIPES WITH CONCRETE, AND FILLING MANHOLE WITH IMPORTED STONE, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED, ANY MANHOLE DIAMETER, COMPLETE IN PLACE.	7	EA	\$2,500.00	\$17,500.00
12	FOR PLUGGING EXISTING ABANDONED/INACTIVE SEWERS WITH CONCRETE, AS SPECIFIED, COMPLETE IN PLACE.	12	EA	\$400.00	\$4,800.00
13	FOR MAINTAINING TRAFFIC AS SPECIFIED, INCLUDING ALL NECESSARY SIGNS, CONES, FLAGGERS, ETC., COMPLETE IN PLACE	1	LS	\$25,000.00	\$25,000.00

14		FOR CUTTING (SAWING), REMOVING AND REPLACING ALL ASPHALTIC PAVEMENT AS SPECIFIED, COMPLETE IN PLACE				
A		9-INCH DEPTH (BINDER AND SURFACE COURSE)	1,725	SY	\$90.00	\$155,250.00
B		FOR ADDITIONAL PER INCH DEPTH OF BINDER COURSE (WILL BE IN ADDITION TO ITEM A ABOVE)	3,450	SY-IN	\$9.00	\$31,050.00
C		FOR MILLING ROADS PRIOR TO INSTALLING ASPHALT OVERLAY, PAYMENT PER SQUARE YARD OF ASPHALT MILLED UP TO 1.5 INCHES (DEPTH), INCLUDING ALL WORK REQUIRED TO PERFORM MILLING AND DISPOSAL OF MATERIALS OFF-SITE, COMPLETE IN PLACE.	8,150	SY	\$6.00	\$48,900.00
D		FOR 1-INCH DEPTH OF I-2 OVERLAY (SURFACE COURSE)	8,150	SY	\$8.00	\$65,200.00
15		FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE DRIVEWAYS AND WALKWAYS, AS SPECIFIED, COMPLETE IN PLACE				
A		4" DEPTH	125	SY	\$150.00	\$18,750.00
B		FOR EACH ADDITIONAL 2-INCH DEPTH OF CONCRETE REPLACEMENT (WILL BE IN ADDITION TO ITEMS A ABOVE)	60	SY	\$95.00	\$5,700.00
16		FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE CURB AND GUTTER, AS SPECIFIED, COMPLETE IN PLACE	950	LF	\$60.00	\$57,000.00
17		FOR SOLID ROCK EXCAVATION, AS SPECIFIED, COMPLETE IN PLACE				
A		FOR THE FIRST 25 CY PER PROJECT	25	CY	\$375.00	\$9,375.00
B		FOR ADDITIONAL ROCK EXCAVATION AFTER THE INITIAL 25 CY PER PROJECT	900	CY	\$175.00	\$157,500.00
18		FOR STONE RIP-RAP AS SPECIFIED, COMPLETE IN PLACE	150	TN	\$55.00	\$8,250.00
19		FOR STONE STABILIZATION MATERIAL AS SPECIFIED, COMPLETE IN PLACE	40	TN	\$35.00	\$1,400.00
20		FOR FURNISHING SELECT BACKFILL MATERIAL, AS SPECIFIED, COMPLETE IN PLACE	6,900	CY	\$20.00	\$138,000.00
21		REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED ABC STONE OR PIT GRAVEL, COST PER CUBIC YARD OF ABC/PIT GRAVEL INSTALLED	300	CY	\$70.00	\$21,000.00
22		FOR REMOVAL/REPLACEMENT OF SOD OR SPECIAL GRASS, AS SPECIFIED, COMPLETE IN PLACE	10	SY	\$10.00	\$100.00
23		FOR CONSTRUCTING AND MAINTAINING VARIOUS EROSION CONTROL DEVICES, AS SPECIFIED				
A		SILT FENCE	3,700	LF	\$3.00	\$11,100.00
B		STONE FILLED BURLAP BAG	10	EA	\$170.00	\$1,700.00
C		TEMPORARY INLET PROTECTION	12	EA	\$75.00	\$900.00
D		EROSION CONTROL BLANKET/JUTE NETTING	10	SY	\$3.00	\$30.00
24		INSTALL STONE FOR RESTORING GRAVEL AREAS, COST PER CUBIC YARD OF PLACED STONE	10	CY	\$60.00	\$600.00
25		FOR STORM DRAIN REPLACEMENT, AS SPECIFIED, COMPLETE IN PLACE				
A		FOR REMOVING AND REPLACING STORM DRAIN PIPE (REUSING THE EXISTING PIPE)	100	LF	\$26.00	\$2,600.00
B		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 18" DIAMETER AND SMALLER (CLASS 3 RCP)	80	LF	\$60.00	\$4,800.00
C		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 21" TO 30" DIAMETER (CLASS 3 RCP)	20	LF	\$80.00	\$1,600.00
		SUBTOTAL (ITEMS 1 THROUGH 25; SECTION 1)				\$3,443,805.00
26		FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 1)	1	LS		\$68,876.10
		SUB-SUBTOTAL (ITEMS 1 THROUGH 26; SECTION 1)				\$3,512,681.10
27		CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 1)				\$175,634.06
		TOTAL (ITEMS 1 THROUGH 27; SECTION 1)				\$3,688,315.16

SECTION 2 - 911 GEORGETOWN SDIP BID ITEMS

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
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1	226	10226.101	UNDERCUT EXCAVATION	500	CY	\$6.00	\$3,000.00
2	300	10300.000	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1200	TN	\$35.00	\$42,000.00
3	300	10300.100	FOUNDATION CONDITIONING GEOTEXTILE	1700	SY	\$5.00	\$8,500.00
4	310	10310.003	15" R.C. PIPE CULVERTS, CLASS III	96	LF	\$32.00	\$3,072.00
5	310	10310.006	18" R.C. PIPE CULVERTS, CLASS III	8	LF	\$95.00	\$760.00
6	520	10520.000	AGGREGATE BASE COURSE	614	TN	\$35.00	\$21,490.00
7	SP-03	81919.000	STONE MATERIAL, NO. 57	1400	TN	\$38.00	\$53,200.00
8	840	10840.022	MASONRY DRAINAGE STRUCTURES	9	EA	\$2,800.00	\$25,200.00
9	840	10840.101	MASONRY DRAINAGE STRUCTURES	4	LF	\$180.00	\$720.00
10	840	10840.355	FRAME WITH GRATE (ALL TYPES)	5	EA	\$640.00	\$3,200.00
11	840	10840.053	MANHOLE FRAME AND COVER, NCDOT STD 840.54	8	EA	\$430.00	\$3,440.00
12	840	10840.251	PIPE PLUGS	10	CY	\$400.00	\$4,000.00
13	876	10876.004	RIPRAP (CLASS A, CLASS B, CLASS I & CLASS II)	73	TN	\$95.00	\$6,935.00
14	SP-01	80000.000	COMPREHENSIVE GRADING	1	LS	\$240,700.00	\$240,700.00
15	SP-03	80135.000	SELECT MATERIAL	1590	TN	\$28.00	\$44,520.00
16	SP-04	80285.000	BORROW EXCAVATION	100	CY	\$11.00	\$1,100.00
17	SP-06	81167.000	PROJECT SIGN	1	EA	\$2,000.00	\$2,000.00
18	SP-07	81570.000	5' X 4' PRECAST R.C. BOX CULVERT BEND	5	EA	\$10,500.00	\$52,500.00
19	SP-07	81378.000	5' X 4' PRECAST R.C. BOX CULVERT	394	LF	\$950.00	\$374,300.00
20	SP-07	81520.000	10' X 8' PRECAST R.C. BOX CULVERT	60	LF	\$4,000.00	\$240,000.00
21	SP-08	80317.000	NON-STANDARD DRAINAGE STRUCTURE	49	CY	\$2,200.00	\$107,800.00
22	SP-08	81116.000	NON-STANDARD ENDWALL	44	CY	\$2,500.00	\$110,000.00
23	SP-09	80094.000	FLOWABLE FILL (EXCAVATABLE)	376	CY	\$225.00	\$84,600.00
24	SP-10	81795.000	ALLOWANCE FOR IRRIGATION	1	ALLW	\$5,000.00	\$5,000.00
25	SP-11	80199.001	FENCE, 4' CHAIN LINK	108	LF	\$32.00	\$3,456.00
26	SP-12	81918.000	FENCE, 3' VINYL	33	LF	\$65.00	\$2,145.00
27	SP-13	81102.000	FENCE, TEMPORARY 4' PET CONTAINMENT	66	LF	\$8.00	\$528.00
28	SP-14	81467.000	STRUCTURE ASSESSMENT REPORT	2	EA	\$1,300.00	\$2,600.00
29	SPSRW-01	40177.000	EROSION CONTROL MATTING - 100% BIODEGRADABLE STRAW/COCONUT W/ ORGANIC NETTING	115	SY	\$4.00	\$460.00
30	SPSRW-01	40180.000	EROSION CONTROL MATTING - COIR FIBER700	100	SY	\$5.00	\$500.00
31	SPSRW-02	40166.000	PUMP AROUND OPERATION	120	DY	\$440.00	\$52,800.00
32	SPSRW-03	40164.000	IMPERVIOUS DIKE	26	LF	\$270.00	\$7,020.00
33	SPSRW-04	40125.000	SPECIAL STILLING BASINS	3	EA	\$3,500.00	\$10,500.00
34	SPSRW-05	40158.000	RIFFLE, CONSTRUCTED 6' WIDE	40	LF	\$53.00	\$2,120.00
35	SPSRW-05	40160.000	RIFFLE, CONSTRUCTED 9' WIDE	20	LF	\$66.00	\$1,320.00
36	SPSRW-05	40141.000	RIFFLE, CONSTRUCTED 18' WIDE	34	LF	\$175.00	\$5,950.00
37	SPU-01	20154.000	FOUNDATION CONDITIONING MATERIAL FOR UTILITIES	75	TN	\$51.00	\$3,825.00
38	SPU-01	20006.001	SELECT BACKFILL MATERIAL FOR UTILITIES	50	TN	\$32.00	\$1,600.00
39	SPU-02	21004.000	8" DI RESTRAINED JOINT WATER PIPE, PC 350	50	LF	\$82.00	\$4,100.00
40	SPU-03	21229.000	DI RESTRAINED JOINT WATER PIPE FITTINGS	300	LB	\$12.00	\$3,600.00

41	SPU-04	20001.000	ADJUST EXISTING WATER METER AND METER BOX	2	EA	\$1,640.00	\$3,280.00
42	SPU-05	21122.000	16" STEEL ENCASEMENT PIPE, 0.25" THICK, BY OPEN CUT	69	LF	\$255.00	\$17,595.00
43	SPU-06	21011.000	CONCRETE THRUST BLOCKING	5	CY	\$1,030.00	\$5,150.00
			SUBTOTAL (ITEMS 1 THROUGH 43; SECTION 2)				\$1,566,586.00
44			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 2)	1	LS		\$31,331.72
			SUB-SUBTOTAL (ITEMS 1 THROUGH 44; SECTION 2)				\$1,597,917.72
45			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 2)				\$79,895.89
			TOTAL (ITEMS 1 THROUGH 45; SECTION 2)				\$1,677,813.61
			TOTAL BID (SECTIONS 1 AND 2)				\$5,366,128.76

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. List of Subcontractors
 - C. Commercial Non-Discrimination Certification
 - D. Debarred Firms
 - E. E-Verify Certification
 - F. Non-Collusive Affidavit
 - G. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - H. Byrd Anti-Lobbying Certification
 - I. Contractor Safety Assessment
 - J. Corporate Authority to Execute Bid and Agreement
 - K. Charlotte Business Inclusion Form 1 and/or 3

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID CERTIFICATION

PROJECT: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project (SDIP)

BIDDER: *[Indicate correct legal name of bidding entity as registered with the City of Charlotte]*

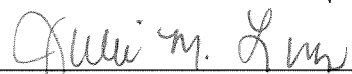
Dellinger, Inc.

By: 
[Signature]

[Printed name] Todd Price

Title: Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Julie M. Linn

Title: Secretary

Submittal Date: 09/28/2021

Address: P.O. Box 929

Monroe, NC 28111

Telephone Number: 704-283-7551

Fax Number: 704-289-8217

Email: tprice@dellinger-inc.com

NC General Contractor's License No.: 5992

Classification: Unclassified Limits: Unlimited

Other Licenses (Type & No.): N/A

City of Charlotte

Vendor Number: V10423

Communications concerning this Bid shall be addressed to:

Contact Name: Todd Price

E-Mail Address: tprice@dellinger-inc.com

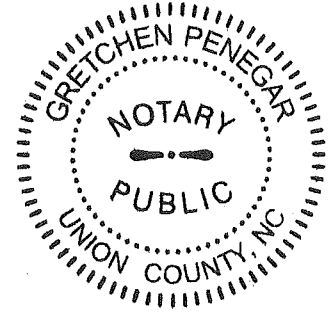
Phone Number: 704-283-7551

Address: N/A
(if different from above)

Subscribed and sworn before me this 28th day of September, 20 21.

Gretchen Penegar
Signature

My commission expires 10-12-2025



If Bid is submitted as a Joint Venture or Partnership, a second Bid Certification must be filled out for the second member of the Joint Venture or Partnership.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Dellinger, Inc. _____ as principal, and Travelers Casualty and Surety Company of America _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Charlotte Water _____ as obligee, in the penal sum of Five Percent of Amount Bid _____ 5% 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 28th day of September, 2021

WHEREAS, the said principal is herewith submitting proposal for

Upper Little Sugar Creek Replacement Sewer - Phase 2 and Phase 3 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

Dellinger, Inc. _____ (SEAL)

By: *[Signature]* _____ (SEAL)

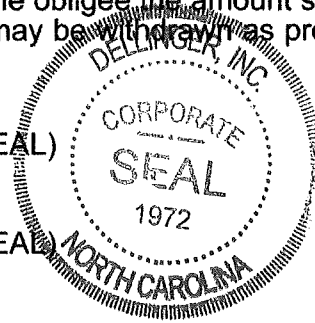
Chad Walters, President

_____ (SEAL)

Travelers Casualty and Surety Company of America _____ (SEAL)

By: *[Signature]* _____ (SEAL)

Bryan M Caneschi, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 Farmington Casualty Company**

POWER OF ATTORNEY

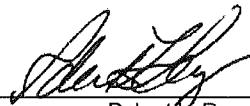
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bryan M Caneschi of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond **Principal:** Dellinger, Inc.
OR **Obligee:** Charlotte Water
Project Description: Upper Little Sugar Creek Replacement Sewer - Phase 2 and Phase 3

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

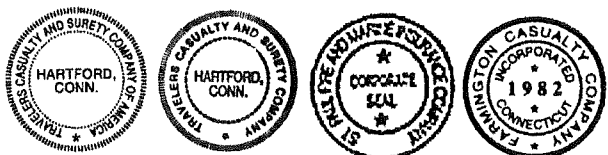
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of September, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By:

Signature

Print Name

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Must Be Submitted With Bid

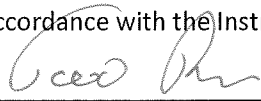
List of Subcontractors

In compliance with the Instructions to Bidders, the undersigned submits the following names of Subcontractors to be used in performing the Work for the **Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP.**

Bidder certifies that all Subcontractors listed are eligible to perform the Work. The use of Subcontractors listed by Bidder, unless objected to by Owner prior to the Notice of Award, will be required in the performance of the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
HVAC	
PLUMBING	
ELECTRICAL	
Hauling/Trucking	Diamond Trucking of NC
Clearing	
Erosion Control	The Erosion Company
Seeding	The Erosion Company
Asphalt Pavement	Trull Contracting
Concrete Replacement	Trull Contracting
Force Replacement	The Perfacto Inc.

NOTE: This form shall be submitted with the Bid in accordance with the Instructions to Bidders.



Bidder's Signature

Must be Submitted With Bid

Debarred Firms

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP
Project

The undersigned hereby certifies that the firm of Dellinger, Inc. has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment of any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

Dellinger, Inc.
Bidder

ATTEST Julie M. Linn Secretary

[Signature]

SIGNATURE OF AUTHORIZED OFFICIAL

Vice President

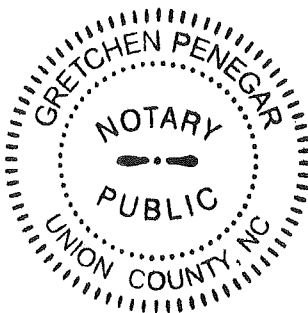
TITLE



Sworn and subscribed before me this

21st day of September, 2021.

Gretchen Penegar
NOTARY PUBLIC
exp: 10-12-2025 gr



Must be Submitted With Bid

Non-Collusive Affidavit

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP
Bidder: Dellinger, Inc.
State of: North Carolina
County of: Union

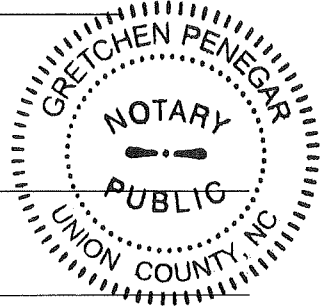
Todd Price being first duly sworn, deposes and says that:

- (1) They are the Officer, (Owner, Partner, Officer, Representative, or Agent) of Dellinger, Inc., Bidder that has submitted the attached Bid;
(2) They are 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 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; 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 Owner, or any person interested in the proposed Work;
(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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY [Signature]
ITS Vice President (Title)

Subscribed and sworn to before me
this 21st day of September, 2021.
Gretchen Penegar

Notary Public:
My commission expires 10-12-2025



Must be Submitted With Bid

E-Verify Certification

**Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive
and 911 Georgetown SDIP**

This E-Verify Certification is provided to Owner by Contractor as a prerequisite to Owner considering Contractor for award of Contract.

1. Contractor understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of newly hired employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements"). Section 126-7.1 of the North Carolina General Statutes requires state agencies to verify their employees' work statuses through E-Verify.
 - c. North Carolina General Statute 160A-20.1(b) prohibits Owner from entering into contracts unless Contractor and all Subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for Contract, Contractor certifies that:
 - a. If Contractor has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Contractor has complied and will comply with the E-Verify Requirements with respect to Contractor's employees working in North Carolina; and
 - b. Regardless of how many employees Contractor has working in North Carolina; Contractor will take appropriate steps to ensure that each Subcontractor performing work on the Contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.
3. Contractor acknowledges that Owner will be relying on this Certification in entering into the Contract, and that Owner may incur expenses and damages if Owner enters into the Contract with Contractor and Contractor, or any Subcontractor, fails to comply with the E-Verify Requirements. Only in the manner and to the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. § 143-291, et seq., and without waiver of its sovereign immunity, Contractor agrees to indemnify and save Owner harmless from and against all losses, damages, costs, expenses obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Contractor or any of its Subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Dellinger, Inc.
Contractor

Todd Price
Signature of Contractor's Authorized Official

Todd Price
Print Name

9-21-2021
Date

Vice President
Title

Must be Submitted With Bid

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Bidder: Dellinger, Inc.

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding greater than 10% equity interest in it (collectively "Principals"):


1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Todd Price
Print Name

Vice President
Title


Signature

9-21-2021
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

Print Name

Signature

Title

Date

Must be Submitted With Bid

Byrd Anti-Lobbying Certification

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

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

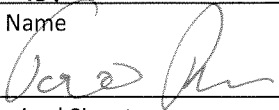
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dellinger, Inc. (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Todd Price
Print Name

P.O. Box 929
Address


Authorized Signature

Monroe, Nc 28111
City / State / Zip

9-21-2021
Date

Must be Submitted With Bid

Contractor Safety Assessment

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911
Georgetown SDIP

Project

1. Bidder Information:

Company Name: Dellinger, Inc.
On-Site Representative: TBD Phone #: 704-283-7551
Email: TBD
Safety Representative: Stephen Tate Phone #: 704-283-7551
Email: state@dellinger-inc.com

2. Safety-Program Documentation: (check off the items that apply)

- | | Yes | N/A |
|---|---------------|---------------|
| • Does your company have a written safety and health program that is available upon request? | <u>X</u> | <u> </u> |
| • Are your employees current on all applicable safety-related training? | <u>X</u> | <u> </u> |
| • Attached to the Bid, provide copies of your OSHA annual summary (Form 300A) for the past 3 years. | <u>X</u> | <u> </u> |
| • Attached to the Bid, provide copies of any OSHA citations or violations for the past 3 years. | <u> </u> | <u>X</u> |
| • Provide your company's NAICS* code. | <u>237110</u> | |
| | Year | DART Rate** |
| • What is your company's DART incidence rate for the past 3 years? | <u>2020</u> | <u>1.74</u> |
| | <u>2019</u> | <u>3.63</u> |
| | <u>2018</u> | <u>.96</u> |
| • What is your industry's DART incidence rate for the past 3 years? | <u>2020</u> | <u>n/a</u> |
| | <u>2019</u> | <u>1.5</u> |
| | <u>2018</u> | <u>1.5</u> |

*NAICS - North American Industrial Classification System – If you need assistance with this information, please refer to the Bureau of Labor Statistics (BLS) website at www.bls.gov or contact a safety consultant.

**DART Rate – If any one of the past three-year DART incidence rate exceeded the industry average, please attach to the Bid an explanation as to why, as well as, company's DART incidence rate for the past five years.

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
121	0
(K)	(L)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	2	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Dellinger, Inc.
 Street 2631 Old Charlotte Hwy
 City Monroe State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
1623
 North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 107
 Total hours worked by all employees last year 229,467.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Shirley M Dellinger Title Asst VP
 Company executive
 Phone 704-283-7551 Date 01-25-2021

Reset



Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	0	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
233	0
(K)	(L)

Injury and Illness Types

Total number of ...	(1) Injuries	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	8	0	0	0
(2) Skin disorders	0			
(3) Respiratory conditions	0			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Dellinger, Inc.
 Street 2631 Old Charlotte Hwy
 City Monroe State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
1623

North American Industrial Classification (NAICS), if known (e.g., 336212)

2	3	7	1	1	0
---	---	---	---	---	---

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 105
 Total hours worked by all employees last year 220571

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jesse M. Blum Title Asst VP
 Company executive
 Phone 704-283-7551 Date 01/24/2020

Save Input

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
68	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries	1	0	0
(2) Skin disorders	0	0	0
(3) Respiratory conditions	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Dellinger, Inc.
 Street 2631 Old Charlotte Hwy
 City Monroe State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
1623

North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 96
 Total hours worked by all employees last year 209341

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Julie M. Rana Title Asst VP
 Company executive
 Phone 104-283-7551 Date 01/11/2019

Save Input

3. Subcontractors

Subcontractors are required to have the same information available upon Owner's request. Do not provide copies of Subcontractor's information.

4. Sign and date the form:

Authorized Signature:



Print Name:

Todd Price

Date:

9-21-2021

Must be Submitted With Bid

CORPORATE AUTHORITY TO EXECUTE BID AND AGREEMENT

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors on the Corporation authorizing an officer of the Corporation to execute both the Bid and the Agreement contained within the Contract Documents on behalf of the Corporation.

CONSENT OF DIRECTORS
OF
DELLINGER, INC
TO
ACTION WITHOUT MEETING

April 1, 2021

We, the undersigned, being all of the Directors of Dellinger Inc. do hereby adopt the following resolutions by signing our consent hereto:

RESOLVED, that the following persons are hereby elected as the officers of Dellinger Inc. to serve until their successors are duly elected and qualify:

Chad Walters	President and Treasurer
Julie M. Linn	Vice President and Secretary
Mike Edwards	Vice President
Dean Kite	Vice President
Todd Price	Vice President
Brandon Clontz	Vice President
David Grubbs	Assistant Vice President and Assistant Secretary
Terry L. Wray	Assistant Vice President and Assistant Secretary
Marie Lathan	Assistant Secretary
Justin Timmons	Assistant Secretary
Stephen A. Tate	Assistant Secretary

RESOLVED, that the following persons are authorized to sign construction contract bids:

Chad Walters	President and Treasurer
Dean Kite	Vice President
Todd Price	Vice President
Brandon Clontz	Vice President

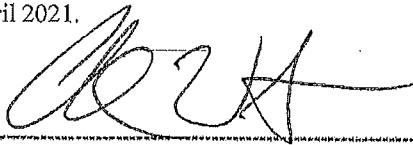
RESOLVED, that the following persons are authorized to sign Bid Bonds and construction Contracts:

Chad Walters	President and Treasurer
Julie M. Linn	Vice President and Secretary

RESOLVED, that the following persons are authorized to sign Supplemental Agreements with the North and South Carolina Departments of Transportation.

Chad Walters	President and Treasurer
Brandon Clontz	Vice President

These resolutions to be effective this 1st day of April 2021.



Chad Walters



Rick Furr



Carol Tate

Dellinger, Inc.

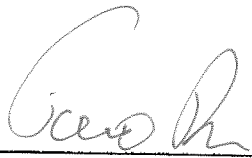
Heavy Contractor

P. O. Box 929 ----- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (704) 289-8217

I do hereby certify that the attached document is a true and complete copy of the resolution accepted by the Board of Directors and incorporated into the corporate resolutions of Dellinger, Inc. on April 1, 2021.

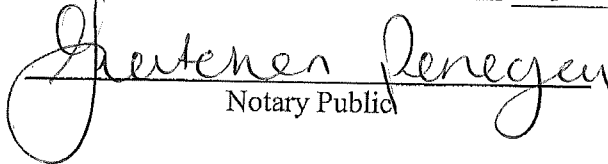


Signature of Officer

Vice President

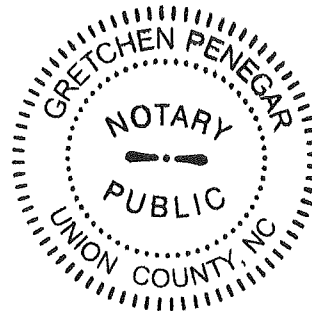
Title

Subscribed and sworn to before me this 21st day of September, 20 21.



Notary Public

My Commission Expires: 10-12-2025



Must be Submitted With Bid

Commercial Non-Discrimination Certification

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to
Canterwood Drive and 911 Georgetown SDIP

Bidder hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed Bid, Bidder has considered all bids and proposals submitted from qualified, potential Subcontractors and Suppliers, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
3. Without limiting any other remedies that Owner may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Owner to reject the Bid submitted with this certification, and terminate any Contract awarded based on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance and shall subject Bidder to any remedies allowed thereunder, including possible disqualification from participating Owner's contracts or Bid processes for up to two years.
4. As a condition of contracting with Owner, Bidder agrees to promptly provide to Owner all information and documentation that may be requested by Owner from time to time regarding the solicitation and selection of Subcontractors and Suppliers in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for Owner to reject the Bid and any Contract awarded on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance, and shall subject Bidder to any remedies that are allowed thereunder.
5. As part of its bid, Bidder shall provide to Owner a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its Subcontractors or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid, Bidder agrees to comply with Owner's Commercial Non-Discrimination Policy as described in Chapter 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Dellinger, Inc.
Bidder _____
Signature of Company's Authorized Official _____ Date 9-28-2021
Todd Price _____
Print Name _____ Title Vice President



Must be Submitted With Bid



Bidder shall insert applicable CBI Forms provided in Section 00250 – Charlotte Business INclusion Program following this page with their bid.

CHARLOTTE BUSINESS INCLUSION PROGRAM



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 1 of 2)

This form **MUST** be submitted at the time of Bid Opening.

Failure to properly complete and submit Form 3 at the time of Bid Opening constitutes grounds for rejection of the Bid.

Copy this CBI Form 3 as needed.

Per Part B, Section 3 and Part C, Section 3 of the CBI Policy, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding MBEs and SBEs, and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**. The City will give Bidders credit toward meeting the Subcontracting Goals for those MWSBEs submitted **within twenty-four (24) hours of the Bid Opening**.

For Construction Contracts under \$500,000, MWSBEs must satisfy the requirements of Part B, Section 3 of the CBI Policy in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal and must list themselves below along with their projected utilization amount.

Bidder Name:	Dellinger, Inc.		
Project Name:	Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project		
Project Number:	7030250014-17-510 ; 7030250014-18-528 ; 5WDES10228		
Established MBE Goal:	2.00%	Established SBE Goal:	7.00%

List below all **MBEs and/or SBEs (Non-Hauling Services)** that you intend to use on this Contract.

NOTE: You will only receive credit for SBEs that are currently certified with the City as of the Bid Opening Date. Furthermore, you will only receive credit for MBEs that are registered with the City as of Bid Opening Date.

MBE/SBE Vendor Name (Non-Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
Trull Contracting		X	Pavement/Concrete			\$295,000
The Erosion Co		X	Seeding/s.lt Fodce			\$20,000 ^u
Sanders Court		X	Clearing			\$135,000 ^u
Pentaco Inc		X	Fencing			\$50,000 ^u

For all hauling services on this Contract, list below all MBEs, WBEs, and SBEs that you intend to provide such work and the Total Projected Utilization (\$).

MBE/SBE Vendor Name (Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
P.P. Pros		X	CCTV Work			\$24,700 ^u
Diamond Trucking	X		Hauling			\$170,000 ^u

Total Subcontractor / Supplier Utilization (including MBEs and SBEs, and Non-MWSBEs)	\$ 910,000 ^u
Total MBE Utilization	\$ 170,000 ^u
Total SBE Utilization	\$ 530,700 ^u
Total MSBE Utilization	\$ 5,366,128.76
Total Bid Amount (including Contingency)	\$ 5,147,318.82
Percent MBE Utilization* (Total MBE Utilization divided by Total Bid Amount)	3.3 %
Percent SBE Utilization* (Total WBE Utilization divided by Total Bid Amount)	10.3 %
Percent MSBE Utilization* (Total SBE Utilization divided by Total Bid Amount)	%

* The Utilization percentage stated **MUST** be rounded to (2) decimal places.



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 2 of 2)

List below all **non-MWSBE (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code	Vendor #	Projected Utilization (if known) (\$)
Griffin Survey TP	Survey Staking	SBE		17,850 TP
TBD	Rock Blasting			109,000
TBD	By Pass Pumping			107,300

Letters of Intent submitted upon notice from the City

Per Part B, Section 3.6 and Part C, Section 2 of the CBI 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), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each MBE, WBE, and/or SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by each MBE, WBE, and/or SBE and the Bidder. The City shall not count proposed MBE, WBE, and/or SBE utilization for which it has not received a Letter of Intent by this deadline. Per Part B, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the established Subcontracting Goal(s). In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged for providing a Commercially Useful Function by the MBE, WBE, and/or SBE towards the established Subcontracting Goal(s). The Bidder is still obligated to pay the MBE, WBE, and/or SBE the full amount listed on the Contract with the MBE, WBE, and/or SBE regardless of what percentage is actually counted towards the MBE, WBE, and/or SBE goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of MBE, WBE, and/or SBE participation proposed on this **CBI Form 3** (and **CBI Form 3A**, if applicable) throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a MBE, WBE, and/or SBE, you must comply with Part D, Section 5.
- 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 being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MBE, WBE, and/or SBE you add subsequent to contract award.

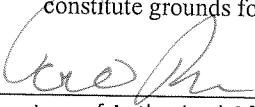
All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Signature

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

- (a) It has complied with all provisions of the CBI Policy; and,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your bid.


 Signature of Authorized Official

Todd Price
 Printed Name

Vice President
 Title

28
 9-21-2021
 Submittal Date
 TP

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Charlotte - Charlotte Water

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9-17-2021</u>
<u>2</u>	<u>9-23-2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 AND 911
GEORGETOWN SDIP**

SECTION 1 - UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 BID ITEMS

For furnishing all new materials, labor, equipment and all that may be incidental to and for the construction of sewer facilities as outlined below:

ITEM		DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1		FOR CLEARING RIGHT-OF-WAY AND GRUBBING UNDERBRUSH, AS SPECIFIED	1	LS	450,000	450,000
2		FOR FURNISHING AND INSTALLING NEW SANITARY SEWER PIPE, AS SPECIFIED, COMPLETE IN PLACE				
	A	8-INCH SEWER				
		1 0'-6' DEPTH	80	LF	75	6,000
		2 6'-8' DEPTH	80	LF	78	6,240
		3 8'-10' DEPTH	60	LF	84	5,040
		4 10'-12' DEPTH	10	LF	89	890
		5 12'-14' DEPTH	10	LF	120	1,200
		6 14'-16' DEPTH	10	LF	125	1,250
	B	16-INCH SEWER				
		1 0'-6' DEPTH	140	LF	148	20,720
		2 6'-8' DEPTH	450	LF	153	68,850
		3 8'-10' DEPTH	210	LF	160	33,600
		4 10'-12' DEPTH	500	LF	166	83,000

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		5	12'-14' DEPTH	1,100	LF	190	209,000
		6	14'-16' DEPTH	610	LF	216	131,760
		7	16'-18' DEPTH	50	LF	277	13,850
	C		18-INCH SEWER				
		1	0'-6' DEPTH	100	LF	190	19,000
		2	6'-8' DEPTH	1,270	LF	194	246,380
		3	8'-10' DEPTH	700	LF	204	142,800
		4	10'-12' DEPTH	700	LF	219	153,300
		5	12'-14' DEPTH	320	LF	255	81,600
		6	14'-16' DEPTH	10	LF	334	3,340
3			FOR SUBSTITUTING DUCTILE IRON PIPE FOR ANY SEWER INCLUDED IN THE CONTRACT, AS SPECIFIED, COMPLETE IN PLACE				
	A		8-INCH SEWER (PRESSURE CLASS 350)	110	LF	23	2,530
	B		16-INCH SEWER (PRESSURE CLASS 250)	40	LF	1	40
	C		18-INCH SEWER (PRESSURE CLASS 250)	190	LF	0	0
4			FOR 4-INCH SEWER SERVICE LATERAL CONNECTIONS TO THE MAIN, AS SPECIFIED, COMPLETE IN PLACE				
	A		INTO MANHOLES (REGARDLESS OF SIZE)				
		1	AT THE INVERT	4	EA	2,000	8,000
		2	ELEVATED, INCLUDING BASIC 0'-3' DEPTH INSIDE DROP INCLUDING BEND AND TEE (4" OR 6" DIAMETER ONLY)	1	EA	3,000	3,000

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		3	FOR EXTRA DEPTH OF 4" OR 6" INSIDE DROP	5	VF	250	1,250
	B		8" X 4" PVC TEES	1	EA	1,000	1,000
	C		8" X 4" DIP TEES	1	EA	1,000	1,000
	D		16" X 4" PVC TEES	35	EA	2,675	93,625
	E		16" X 4" DIP TEES	1	EA	2,738	2,738
	F		18" X 4" PVC TEES	1	EA	4,100	4,100
	G		18" X 4" DIP TEES	1	EA	4,100	4,100
5			FOR 4-INCH SEWER SERVICE LATERALS AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR 4-INCH PIPE (SCHEDULE 40 PVC)				
		1	0'-6' DEPTH	10	LF	52	520
		2	6'-10' DEPTH	40	LF	60	2,400
		3	10'-14' DEPTH	90	LF	75	6,750
		4	14'-18' DEPTH	40	LF	110	4,400
	B		FOR BORING 4-INCH SERVICE LATERALS UNDER OBSTACLES WHERE DIRECTED BY THE ENGINEER IN THE FIELD (ADD ON TO "A" ABOVE)	30	LF	561	16,830
	C		FOR SUBSTITUTING 4-INCH (PRESSURE CLASS 350 DIP) (ADD ON TO "A" ABOVE)	30	LF	46	1,380
	D		FOR 4" CLEANOUTS PER THE STANDARD DETAIL, COMPLETE WITH WYE FITTING, STAND PIPE, REMOVABLE AIRTIGHT PLUG, AND CAST IRON VALVE BOX COVER				
		1	0'-6' DEPTH	1	EA	1,168	1,168
		2	6'-10' DEPTH	1	EA	1,423	1,423

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		3	10'-14' DEPTH	1	EA	1,678	1,678
		4	14'-18' DEPTH	1	EA	1,934	1,934
6			FOR INTERNAL CCTV INSPECTION OF NEW SEWER MAINS AND LATERALS (ANY DIAMETER), AS SPECIFIED, COMPLETE	6,400	LF	5.50	35,200
7			FOR BASIC 0'-6' DEPTH MANHOLES, 4-FOOT DIAMETER, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE				
	A		MANHOLES IN PAVED AREAS, FRAME BOLTED TO MANHOLE WITH CONCRETE ENCASEMENT PER THE STANDARD DETAIL, COMPLETE IN PLACE	15	EA	5,000	75,000
	B		MANHOLES IN UNPAVED AREAS, FRAME BOLTED TO MANHOLE PER THE STANDARD DETAIL, COMPLETE IN PLACE	22	EA	4,825	106,150
8			FOR EXTRA 4-FOOT DIAMETER MANHOLE DEPTH, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE	170	VF	272	46,240
9			FOR 8" OUTSIDE DROPS AT MANHOLES, BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)				
	A		BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)	3	EA	3,780	11,340
	B		FOR VERTICAL FOOTAGE GREATER THAN 4' AT EACH OUTSIDE DROP	3	VF	400	1,200
10			FOR CONCRETE SLIDES AT MANHOLES, AS SPECIFIED, ANY SIZE/HEIGHT OF CONCRETE SLIDE, COMPLETE IN PLACE	3	EA	2,565	7,695

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
11			FOR ABANDONING EXISTING MANHOLES IN PLACE BY REMOVING THE MANHOLE TO 3 FEET BELOW GRADE, PLUGGING CONNECTING PIPES WITH CONCRETE, AND FILLING MANHOLE WITH IMPORTED STONE, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED, ANY MANHOLE DIAMETER, COMPLETE IN PLACE.	7	EA	1,680	11,760
12			FOR PLUGGING EXISTING ABANDONED/INACTIVE SEWERS WITH CONCRETE, AS SPECIFIED, COMPLETE IN PLACE.	12	EA	568	6,816
13			FOR MAINTAINING TRAFFIC AS SPECIFIED, INCLUDING ALL NECESSARY SIGNS, CONES, FLAGGERS, ETC., COMPLETE IN PLACE	1	LS	500,000	500,000
14			FOR CUTTING (SAWING), REMOVING AND REPLACING ALL ASPHALTIC PAVEMENT AS SPECIFIED, COMPLETE IN PLACE				
	A		9-INCH DEPTH (BINDER AND SURFACE COURSE)	1,725	SY	108	186,300
	B		FOR ADDITIONAL PER INCH DEPTH OF BINDER COURSE (WILL BE IN ADDITION TO ITEM A ABOVE)	3,450	SY-IN	12	41,400
	C		FOR MILLING ROADS PRIOR TO INSTALLING ASPHALT OVERLAY, PAYMENT PER SQUARE YARD OF ASPHALT MILLED UP TO 1.5 INCHES (DEPTH), INCLUDING ALL WORK REQUIRED TO PERFORM MILLING AND DISPOSAL OF MATERIALS OFF-SITE, COMPLETE IN PLACE.	8,150	SY	12	97,800
	D		FOR 1-INCH DEPTH OF I-2 OVERLAY (SURFACE COURSE)	8,150	SY	11	89,650

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
15			FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE DRIVEWAYS AND WALKWAYS, AS SPECIFIED, COMPLETE IN PLACE				
	A		4" DEPTH	125	SY	86	10,750
	B		FOR EACH ADDITIONAL 2-INCH DEPTH OF CONCRETE REPLACEMENT (WILL BE IN ADDITION TO ITEMS A ABOVE)	60	SY	42	2,520
16			FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE CURB AND GUTTER, AS SPECIFIED, COMPLETE IN PLACE	950	LF	80	76,000
17			FOR SOLID ROCK EXCAVATION, AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR THE FIRST 25 CY PER PROJECT	25	CY	250	6,250
	B		FOR ADDITIONAL ROCK EXCAVATION AFTER THE INITIAL 25 CY PER PROJECT	900	CY	100	90,000
18			FOR STONE RIP-RAP AS SPECIFIED, COMPLETE IN PLACE	150	TN	50	7,500
19			FOR STONE STABILIZATION MATERIAL AS SPECIFIED, COMPLETE IN PLACE	40	TN	42	1,680
20			FOR FURNISHING SELECT BACKFILL MATERIAL, AS SPECIFIED, COMPLETE IN PLACE	6,900	CY	38	262,200
21			REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED ABC STONE OR PIT GRAVEL, COST PER CUBIC YARD OF ABC/PIT GRAVEL INSTALLED	300	CY	75	22,500
22			FOR REMOVAL/REPLACEMENT OF SOD OR SPECIAL GRASS, AS SPECIFIED, COMPLETE IN PLACE	10	SY	21	210
23			FOR CONSTRUCTING AND MAINTAINING VARIOUS EROSION CONTROL DEVICES, AS SPECIFIED				

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
	A		SILT FENCE	3,700	LF	4	14,800
	B		STONE FILLED BURLAP BAG	10	EA	272	2,720
	C		TEMPORARY INLET PROTECTION	12	EA	325	3,900
	D		EROSION CONTROL BLANKET/JUTE NETTING	10	SY	5.50	55
24			INSTALL STONE FOR RESTORING GRAVEL AREAS, COST PER CUBIC YARD OF PLACED STONE	10	CY	90	900
25			FOR STORM DRAIN REPLACEMENT, AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR REMOVING AND REPLACING STORM DRAIN PIPE (REUSING THE EXISTING PIPE)	100	LF	94	9,400
	B		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 18" DIAMETER AND SMALLER (CLASS 3 RCP)	80	LF	103	8,240
	C		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 21" TO 30" DIAMETER (CLASS 3 RCP)	20	LF	155	3,100
			SUBTOTAL (ITEMS 1 THROUGH 25; SECTION 1)				3,576,962
26			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 1)	1	LS	71,539.24	71,539.24
			SUB-SUBTOTAL (ITEMS 1 THROUGH 26; SECTION 1)				3,648,501.24
27			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 1)			182,425.06	182,425.06
			TOTAL (ITEMS 1 THROUGH 27; SECTION 1)				3,830,926.30

SECTION 2 - 911 GEORGETOWN SDIP BID ITEMS

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	226	10226.101	UNDERCUT EXCAVATION	500	CY	35	17,500
2	300	10300.000	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1200	TN	35	42,000
3	300	10300.100	FOUNDATION CONDITIONING GEOTEXTILE	1700	SY	6.50	11,050

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
4	310	10310.003	15" R.C. PIPE CULVERTS, CLASS III	96	LF	75	7,200
5	310	10310.006	18" R.C. PIPE CULVERTS, CLASS III	8	LF	88	704
6	520	10520.000	AGGREGATE BASE COURSE	614	TN	42	25,788
7	SP-03	81919.000	STONE MATERIAL, NO. 57	1400	TN	39	54,600
8	840	10840.022	MASONRY DRAINAGE STRUCTURES	9	EA	3,500	31,500
9	840	10840.101	MASONRY DRAINAGE STRUCTURES	4	LF	275	1,100
10	840	10840.355	FRAME WITH GRATE (ALL TYPES)	5	EA	802	4,010
11	840	10840.053	MANHOLE FRAME AND COVER, NCDOT STD 840.54	8	EA	575	4,600
12	840	10840.251	PIPE PLUGS	10	CY	500	5,000
13	876	10876.004	RIPRAP (CLASS A, CLASS B, CLASS I & CLASS II)	73	TN	50	3,650
14	SP-01	80000.000	COMPREHENSIVE GRADING	1	LS	900,000	900,000
15	SP-03	80135.000	SELECT MATERIAL	1590	TN	38	60,420
16	SP-04	80285.000	BORROW EXCAVATION	100	CY	30	3,000
17	SP-06	81167.000	PROJECT SIGN	1	EA	1,500	1,500
18	SP-07	81570.000	5' X 4' PRECAST R.C. BOX CULVERT BEND	5	EA	12,000	60,000
19	SP-07	81378.000	5' X 4' PRECAST R.C. BOX CULVERT	394	LF	1,000	394,000
20	SP-07	81520.000	10' X 8' PRECAST R.C. BOX CULVERT	60	LF	2,821	169,260
21	SP-08	80317.000	NON-STANDARD DRAINAGE STRUCTURE	49	CY	4,000	196,000
22	SP-08	81116.000	NON-STANDARD ENDWALL	44	CY	3,500	154,000
23	SP-09	80094.000	FLOWABLE FILL (EXCAVATABLE)	376	CY	225	84,600

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
24	SP-10	81795.000	ALLOWANCE FOR IRRIGATION	1	AL LW	\$5,000.00	\$5,000.00
25	SP-11	80199.001	FENCE, 4' CHAIN LINK	108	LF	24	2,592
26	SP-12	81918.000	FENCE, 3' VINYL	33	LF	60	1,980
27	SP-13	81102.000	FENCE, TEMPORARY 4' PET CONTAINMENT	66	LF	7.35	485.10
28	SP-14	81467.000	STRUCTURE ASSESSMENT REPORT	2	EA	15,500	31,000
29	SPSRW-01	40177.000	EROSION CONTROL MATTING - 100% BIODEGRADABLE STRAW/COCONUT W/ ORGANIC NETTING	115	SY	5.25	603.75
30	SPSRW-01	40180.000	EROSION CONTROL MATTING - COIR FIBER700	100	SY	6.30	630
31	SPSRW-02	40166.000	PUMP AROUND OPERATION	120	DY	2,000	240,000
32	SPSRW-03	40164.000	IMPERVIOUS DIKE	26	LF	19	494
33	SPSRW-04	40125.000	SPECIAL STILLING BASINS	3	EA	3,500	10,500
34	SPSRW-05	40158.000	RIFFLE, CONSTRUCTED 6' WIDE	40	LF	30	1,200
35	SPSRW-05	40160.000	RIFFLE, CONSTRUCTED 9' WIDE	20	LF	50	1,000
36	SPSRW-05	40141.000	RIFFLE, CONSTRUCTED 18' WIDE	34	LF	100	3,400
37	SPU-01	20154.000	FOUNDATION CONDITIONING MATERIAL FOR UTILITIES	75	TN	38	2,850
38	SPU-01	20006.001	SELECT BACKFILL MATERIAL FOR UTILITIES	50	TN	38	1,900
39	SPU-02	21004.000	8" DI RESTRAINED JOINT WATER PIPE, PC 350	50	LF	200	10,000
40	SPU-03	21229.000	DI RESTRAINED JOINT WATER PIPE FITTINGS	300	LB	14	4,200
41	SPU-04	20001.000	ADJUST EXISTING WATER METER AND METER BOX	2	EA	1,000	2,000
42	SPU-05	21122.000	16" STEEL ENCASEMENT PIPE, 0.25" THICK, BY OPEN CUT	69	LF	175	12,075
43	SPU-06	21011.000	CONCRETE THRUST BLOCKING	5	CY	625	3,125

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
			SUBTOTAL (ITEMS 1 THROUGH 43; SECTION 2)				2,566,516.85
44			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 2)	1	LS	51,330.34	51,330.34
			SUB-SUBTOTAL (ITEMS 1 THROUGH 44; SECTION 2)				2,617,847.19
45			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 2)			130,892.36	130,892.36
			TOTAL (ITEMS 1 THROUGH 45; SECTION 2)				2,748,739.55
			TOTAL BID (SECTIONS 1 AND 2)				6,579,665.85

Pay Items have been set up in the Proposal Section for all work that is permanent and measurable. Award will be made based on the lowest responsive, responsible bid. Note that there are two sections in the Proposal (Bid Form). Section 1 is for work primarily for the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 and is a Charlotte Water project. Section 2 is only for work for the 911 Georgetown SDIP and is a Charlotte Storm Water project. The total bid is the combined total of Section 1 and Section 2 and shall be the basis for determining the lowest responsive, responsible bidder. Section 1 has some bid items that are common to both the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 project and the 911 Georgetown SDIP project including Items 14 through 17 in Section 1. All other bid items in Section 1 will be used only for the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 project. All Section 2 bid items will be used only for the 911 Georgetown SDIP project.

Bidder shall include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Contingency allowance shall be used only upon written approval of Owner for additional work not included in the Contract Documents. The amount paid will be negotiated as lump sum or unit price per each item of additional work. Any unused portion of the allowance remaining at the completion of the Contract shall revert to Owner as a credit. Owner reserves the right to delete the allowance from the Contract prior to award. Should an amount other than the allotted percentage of the total Bid price be entered in the space provided, Owner reserves the right to change this amount to the correct figure.

- ATTACH CD OR FLASH DRIVE OF EXCEL BID FORM TO THIS PAGE -

Reference Instructions to Bidders Paragraph 13.11 for requirement to submit electronic Bid data.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. List of Subcontractors
 - C. Commercial Non-Discrimination Certification
 - D. Debarred Firms
 - E. E-Verify Certification
 - F. Non-Collusive Affidavit
 - G. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - H. Byrd Anti-Lobbying Certification
 - I. Contractor Safety Assessment
 - J. Corporate Authority to Execute Bid and Agreement
 - K. Charlotte Business Inclusion Form 1 and/or 3

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID CERTIFICATION

PROJECT: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project (SDIP)

BIDDER: *[Indicate correct legal name of bidding entity as registered with the City of Charlotte]*


~~Sanders Utility Construction Co., Inc.~~

By: 
[Signature]

[Printed name] Frederick M. Young, Jr.

Title: Executive Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Will Leonhardt

Title: Vice President

Submittal Date: September 28, 2021

Address: 6801 Brookshire Blvd.
Charlotte, NC 28216

Telephone Number: 704-399-5600

Fax Number: 704-392-7786

Email: freddie@sandersutility.com

NC General Contractor's License No.: 39394

Classification: Unclassified Limits: Unlimited

Other Licenses (Type & No.) n/a

City of Charlotte Vendor Number: 46875

Communications concerning this Bid shall be addressed to:

Contact Name: Freddie Young

E-Mail Address: freddie@sandersutility.com

Phone Number: 704-399-5600

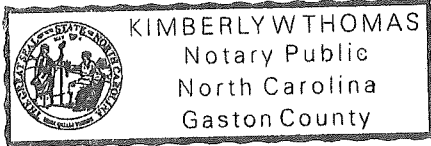
Address: (if different from above)

Subscribed and sworn before me this 28th day of September, 2021.

Kimberly W. Thomas
Signature

My commission expires 5/25/2026

If Bid is submitted as a Joint Venture or Partnership, a second Bid Certification must be filled out for the second member of the Joint Venture or Partnership.



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Sanders Utility Construction Co., Inc. as principal, and Travelers Casualty and Surety Company of America, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Charlotte Water as obligee, in the penal sum of Five Percent of Amount Bid 5% 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 28th day of September, 2021

WHEREAS, the said principal is herewith submitting proposal for

Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase # from Billmark Avenue to Canterwood Drive and 911 Georgetown SDIP

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

Sanders Utility Construction Co., Inc. (SEAL)

By: Hazen M. Sanders (SEAL) Pres.

(SEAL)

Travelers Casualty and Surety Company of America (SEAL)

By: Amy R. Waugh (SEAL) Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amy R. Waugh of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Sanders Utility Construction Co., Inc.
Obligee: Charlotte Water

Project Description: Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase # from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

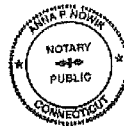
By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

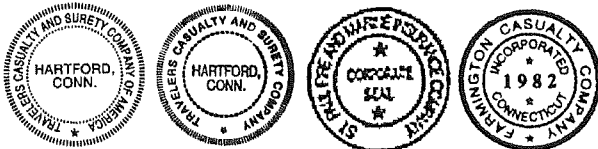
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **September**, **2021**.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Must Be Submitted With Bid

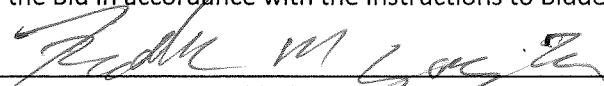
List of Subcontractors

In compliance with the Instructions to Bidders, the undersigned submits the following names of Subcontractors to be used in performing the Work for the **Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP**.

Bidder certifies that all Subcontractors listed are eligible to perform the Work. The use of Subcontractors listed by Bidder, unless objected to by Owner prior to the Notice of Award, will be required in the performance of the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
HVAC	N/A
PLUMBING	N/A
ELECTRICAL	N/A
Hauling	Diamond Trucking of NC
Clearing	Sanders Constructors, Inc.
Paving	Jim Bob's Grading & Paving, Inc.
Surveying	CES Group
Traffic Control	Mohawk Traffic Services
Erosion Control / Seeding	Martin Landscaping
Concrete Flatwork	RRC Concrete
Station Pour-in-place concrete	Starling Construction
Fencing	Pentacle Inc.

NOTE: This form shall be submitted with the Bid in accordance with the Instructions to Bidders.


Bidder's Signature

Must be Submitted With Bid

Commercial Non-Discrimination Certification

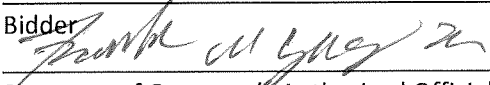
Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to
Canterwood Drive and 911 Georgetown SDIP

Bidder hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed Bid, Bidder has considered all bids and proposals submitted from qualified, potential Subcontractors and Suppliers, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
3. Without limiting any other remedies that Owner may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Owner to reject the Bid submitted with this certification, and terminate any Contract awarded based on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance and shall subject Bidder to any remedies allowed thereunder, including possible disqualification from participating Owner's contracts or Bid processes for up to two years.
4. As a condition of contracting with Owner, Bidder agrees to promptly provide to Owner all information and documentation that may be requested by Owner from time to time regarding the solicitation and selection of Subcontractors and Suppliers in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for Owner to reject the Bid and any Contract awarded on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance, and shall subject Bidder to any remedies that are allowed thereunder.
5. As part of its bid, Bidder shall provide to Owner a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its Subcontractors or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid, Bidder agrees to comply with Owner's Commercial Non-Discrimination Policy as described in Chapter 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Sanders Utility Construction Co., Inc.

Bidder


Signature of Company's Authorized Official

Frederick M Young, Jr.

Print Name

9/28/21

Date

Executive Vice President

Title

Must be Submitted With Bid

Debarred Firms

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP
Project

The undersigned hereby certifies that the firm of Sanders Utility Construction Co., Inc. has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment of any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

Sanders Utility Construction Co., Inc.

Bidder

ATTEST Hazel M. Sanders (SEAL)

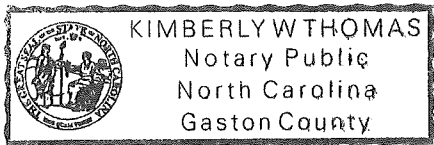
[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

Executive Vice President
TITLE

Sworn and subscribed before me this

28th day of September, 20 21.

[Signature]
NOTARY PUBLIC



Must be Submitted With Bid

E-Verify Certification

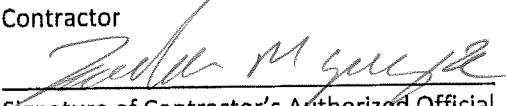
**Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive
and 911 Georgetown SDIP**

This E-Verify Certification is provided to Owner by Contractor as a prerequisite to Owner considering Contractor for award of Contract.

1. Contractor understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of newly hired employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements"). Section 126-7.1 of the North Carolina General Statutes requires state agencies to verify their employees' work statuses through E-Verify.
 - c. North Carolina General Statute 160A-20.1(b) prohibits Owner from entering into contracts unless Contractor and all Subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for Contract, Contractor certifies that:
 - a. If Contractor has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Contractor has complied and will comply with the E-Verify Requirements with respect to Contractor's employees working in North Carolina; and
 - b. Regardless of how many employees Contractor has working in North Carolina; Contractor will take appropriate steps to ensure that each Subcontractor performing work on the Contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.
3. Contractor acknowledges that Owner will be relying on this Certification in entering into the Contract, and that Owner may incur expenses and damages if Owner enters into the Contract with Contractor and Contractor, or any Subcontractor, fails to comply with the E-Verify Requirements. Only in the manner and to the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. § 143-291, et seq., and without waiver of its sovereign immunity, Contractor agrees to indemnify and save Owner harmless from and against all losses, damages, costs, expenses obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Contractor or any of its Subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Sanders Utility Construction Co., Inc.

Contractor


Signature of Contractor's Authorized Official

9/28/21
Date

Frederick M. Young Jr.

Print Name

Executive Vice President

Title

Must be Submitted With Bid

Non-Collusive Affidavit

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Bidder: Sanders Utility Construction Co., Inc.

State of: North Carolina

County of: Mecklenburg

Frederick M. Young Jr. being first duly sworn, deposes and says that:

- (1) They are the Officer-Owner (Owner, Partner, Officer, Representative, or Agent) of Sanders Utility Construction Co., Inc. Bidder that has submitted the attached Bid;
- (2) They are 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 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; 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 Owner, or any person interested in the proposed Work;
- (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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY *Frederick M. Young Jr.*

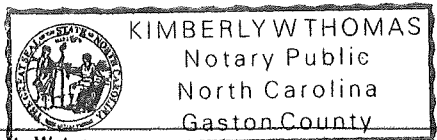
Subscribed and sworn to before me

ITS Executive Vice President
(Title)

this 28th day of September, 2021.

Notary Public: *Kimberly W Thomas*

My commission expires 5/25/2026



Must be Submitted With Bid

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Bidder: Sanders Utility Construction Co., Inc.

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding greater than 10% equity interest in it (collectively "Principals"):

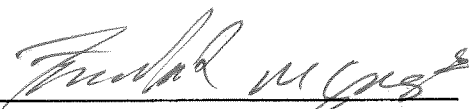
1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Frederick M. Young Jr.
Print Name

Executive Vice President
Title


Signature
9/28/21
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

Print Name

Signature

Title

Date

Must be Submitted With Bid

Byrd Anti-Lobbying Certification

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

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

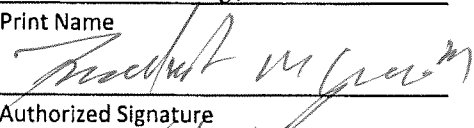
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sanders Utility Construction Co., Inc. (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Frederick M. Young Jr.

Print Name



Authorized Signature

9/26/21

Date

6801 Brookshire Blvd.

Address

Charlotte, NC 28216

City / State / Zip

Charlotte Water
Byrd Anti-Lobbying Certification

Revised November 8, 2018

Page 1 of 1

Must be Submitted With Bid

Contractor Safety Assessment

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911
Georgetown SDIP
Project

1. Bidder Information:

Company Name: Sanders Utility Construction Co., Inc.
On-Site Representative: Frederick M. Young Jr. Phone #: 704-399-5600
Email: freddie@sandersutility.com
Safety Representative: Roger Richards Phone #: 704-399-5600
Email: roger@sandersutility.com

2. Safety-Program Documentation: (check off the items that apply)

- | | Yes | N/A |
|---|---------------|----------------------|
| • Does your company have a written safety and health program that is available upon request? | <u>X</u> | <u> </u> |
| • Are your employees current on all applicable safety-related training? | <u>X</u> | <u> </u> |
| • Attached to the Bid, provide copies of your OSHA annual summary (Form 300A) for the past 3 years. | <u>X</u> | <u> </u> |
| • Attached to the Bid, provide copies of any OSHA citations or violations for the past 3 years. | <u> </u> | <u>X</u> |
| • Provide your company's NAICS* code. | | |
| | | <u>237110</u> |
| | Year | DART Rate** |
| • What is your company's DART incidence rate for the past 3 years? | <u>2020</u> | <u>2.77</u> |
| | <u>2019</u> | <u>1.49</u> |
| | <u>2018</u> | <u>0.00</u> |
| • What is your industry's DART incidence rate for the past 3 years? | <u>2020</u> | <u>Not Published</u> |
| | <u>2019</u> | <u>3.50</u> |
| | <u>2018</u> | <u>3.60</u> |

*NAICS - North American Industrial Classification System – If you need assistance with this information, please refer to the Bureau of Labor Statistics (BLS) website at www.bls.gov or contact a safety consultant.

**DART Rate – If any one of the past three-year DART incidence rate exceeded the industry average, please attach to the Bid an explanation as to why, as well as, company's DART incidence rate for the past five years.

3. Subcontractors

Subcontractors are required to have the same information available upon Owner's request. Do not provide copies of Subcontractor's information.

4. Sign and date the form:

Authorized Signature:

Frederick M. Young Jr.

Print Name:

Frederick M. Young Jr.

Date:

9/28/21

Summary of Work-Related Injuries and Illnesses

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0076

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
Employees (former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	1

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
101	147

Injury and Illness Types

Total number of ...	(M) Injuries	(N) Poisonings	(O) Hearing loss	(P) All other illnesses
(1) Injuries	1			
(2) Skin disorders				
(3) Respiratory conditions				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, including suggestions for reducing the burden, write to the Office of Management and Budget, Paperwork Project Director, Washington, DC 20503. Do not send the completed forms to this office.

Establishment Information

Your establishment name Sables Utility Construction Co. Inc.
 Street 6801 Brookshire Blvd.
 City Charlotte State NC ZIP 28216

Industry description (e.g., Manufacture of motor truck trailers)
Water & sewer construction
 Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
 North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
 Annual average number of employees 65
 Total hours worked by all employees last year 143549.85

Sign here
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
Will Starbuck V.P.
 Title 2821
 Date 309-5100
 Phone 704

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
1	0
(K)	(L)

Injury and Illness Types					
Total number of... (M)					
(1) Injury	1	(4) Poisoning	0		
(2) Skin Disorder	0	(5) Hearing Loss	0		
(3) Respiratory Condition	0	(6) All Other Illnesses	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Sanders Utility Construction Co., Inc.
 Street 6801 Brookshire Blvd.
 City Charlotte State NC Zip 28216
 Industry description (e.g., Manufacture of motor truck trailers)
Water and Sewer Constructions
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 3 7 1 1 0
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 60
 Total hours worked by all employees last year 134,288

Sign here
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
Will Forbairt
 Company executive
704-399-5600
 Phone
V.P.
 Title
01/08/20
 Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2018
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 128V-010

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to enter the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category, then enter the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(g)	(h)	(i)	(j)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(k)	(l)

Injury and Illness Types

Total number of... (M)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing Loss	(6) All other-illnesses
0	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 26 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, reviewing and collecting the data, and reviewing and editing the data collection. Send comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing this burden, to Washington, DC 20503. Do not send the completed form to this office.

Establishment Information

Your establishment name: Sunders Utility Construction, Inc
 Street: 10501 Brookshire Blvd.
 City: Charlotte State: NC ZIP: 28214

Industry description (e.g., Manufacturer of motor truck trailers):
Water Sewer Construction

Standard Industrial Classification (SIC), if known (e.g., 3715):
25711D

OR
 North American Industrial Classification (NAICS), if known (e.g., 35212):
25711D

Employment Information (If you don't have these figures, see the Handbook on the back of this page or online):
 Annual average number of employees: 58

Total hours worked by all employees last year: 119,677

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Wale Johnson V.P.
 Title: 399-Slevo Date: 01/29/2019

Must be Submitted With Bid

CORPORATE AUTHORITY TO EXECUTE BID AND AGREEMENT

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors on the Corporation authorizing an officer of the Corporation to execute both the Bid and the Agreement contained within the Contract Documents on behalf of the Corporation.

MINUTES OF THE SPECIAL MEETING OF DIRECTORS
OF
SANDERS UTILITY CONSTRUCTION CO., INC.

All of the directors of Sanders Utility Construction Co., Inc. having consented to the time and place of the special meeting of the directors, the meeting was held on June 25, 2012 at 9:00 a.m., at 6801 Brookshire Blvd., Charlotte, NC

ITEM 1

The first item of business that was taken up was the Waiver of Notice. The waiver, having been signed by all of the directors, was read aloud by the Chairman and was ordered to be made a part of the minutes.

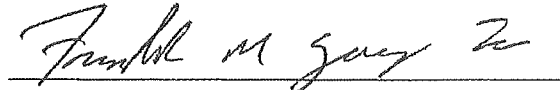
ITEM II


The second item of business was to amend Article Five - Contracts and Instruments of Indebtedness of the By-Laws of the Corporation. It was

RESOLVED that Article Five – Contracts and Instruments of Indebtedness be amended stating that the President and Vice-President shall be authorized to execute contracts or instruments of indebtedness without approval by the Board of Directors by resolution.

There being no further business brought before the meeting a motion was made to adjourn, seconded and carried.

DATE: June 25, 2012


Chairman

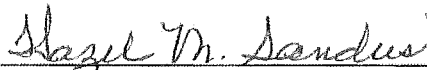

Secretary

Attached:

Waiver of Notice

WAIVER OF NOTICE OF SPECIAL MEETING
OF
BOARD OF DIRECTORS/STOCKHOLDERS
OF
SANDERS UTILITY CONSTRUCTION CO., INC.

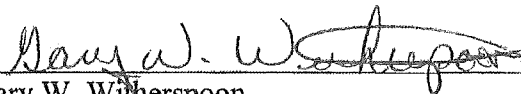
The undersigned, being all of the Directors of Sanders Utility Construction Co., Inc. consent that the Special Meeting of the Directors be held at 6801 Brookshire Boulevard, Charlotte, NC on June 25, 2012 at 9:00 a.m. We waive any further notice of the meeting.



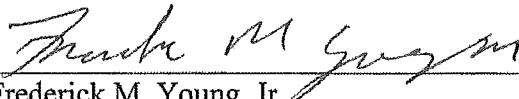
Hazel M. Sanders



Stephen L. Sanders



Gary W. Witherspoon



Frederick M. Young, Jr.

Must be Submitted With Bid



Bidder shall insert applicable CBI Forms provided in Section 00250 – Charlotte Business INCLUSION Program following this page with their bid.



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 1 of 2)

This form **MUST** be submitted at the time of Bid Opening.

Failure to properly complete and submit Form 3 at the time of Bid Opening constitutes grounds for rejection of the Bid.

Copy this CBI Form 3 as needed.

Per Part B, Section 3 and Part C, Section 3 of the CBI Policy, the Subcontractor/Supplier Utilization Commitment (CBI Form 3), captures information regarding MBEs and SBEs, and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**. The City will give Bidders credit toward meeting the Subcontracting Goals for those MWSBEs submitted **within twenty-four (24) hours of the Bid Opening**.

For Construction Contracts under \$500,000, MWSBEs must satisfy the requirements of Part B, Section 3 of the CBI Policy in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal and must list themselves below along with their projected utilization amount.

Bidder Name:	Sanders Utility Construction Co., Inc		
Project Name:	Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project		
Project Number:	7030250014-17-510; 7030250014-18-528; SWDES 10228		
Established MBE Goal:	2.00%	Established SBE Goal:	7.00%

List below all **MBEs and/or SBEs (Non-Hauling Services)** that you intend to use on this Contract.

NOTE: You will only receive credit for SBEs that are currently certified with the City as of the Bid Opening Date. Furthermore, you will only receive credit for MBEs that are registered with the City as of Bid Opening Date.

MBE/SBE Vendor Name (Non-Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
Sanders Constructors, Inc.		✓	Clearing & Grubbing			121,000
Jim Bob's Grading & Paving, Inc.		✓	Asphalt Paving			356,337
CES Group		✓	Surveying			75,000
Mohawk Traffic Services		✓	Traffic Control			431,500

For all hauling services on this Contract, list below all MBEs, WBEs, and SBEs that you intend to provide such work and the Total Projected Utilization (\$).

MBE/SBE Vendor Name (Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
Diamond Trucking of NC	✓	✓	Hauling			293,648

Total Subcontractor / Supplier Utilization (including MBEs and SBEs, and Non-MWSBEs) \$ _____

Total MBE Utilization \$ _____

Total SBE Utilization \$ _____

Total **MSBE** Utilization \$ _____

Total Bid Amount (including Contingency) \$ _____

Percent MBE Utilization* (Total MBE Utilization divided by Total Bid Amount) _____ %

Percent SBE Utilization* (Total WBE Utilization divided by Total Bid Amount) _____ %

Percent **MSBE** Utilization* (Total SBE Utilization divided by Total Bid Amount) _____ %

* The Utilization percentage stated **MUST** be rounded to (2) decimal places.

next page

CHARLOTTE BUSINESS INCLUSION PROGRAM



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 1 of 2)

This form **MUST** be submitted at the time of Bid Opening.

Failure to properly complete and submit Form 3 at the time of Bid Opening constitutes grounds for rejection of the Bid.

Copy this CBI Form 3 as needed.

Per Part B, Section 3 and Part C, Section 3 of the CBI Policy, the Subcontractor/Supplier Utilization Commitment (CBI Form 3), captures information regarding MBEs and SBEs, and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**. The City will give Bidders credit toward meeting the Subcontracting Goals for those MWSBEs submitted **within twenty-four (24) hours of the Bid Opening**.

For Construction Contracts under \$500,000, MWSBEs must satisfy the requirements of Part B, Section 3 of the CBI Policy in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal and must list themselves below along with their projected utilization amount.

Bidder Name:	SANDERS Utility Construction Co., Inc		
Project Name:	Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project		
Project Number:	7030250014-17-510; 7030250014-18-528; SWDES 10228		
Established MBE Goal:	2.00%	Established SBE Goal:	7.00%

List below all **MBEs and/or SBEs (Non-Hauling Services)** that you intend to use on this Contract.

NOTE: You will only receive credit for SBEs that are currently certified with the City as of the Bid Opening Date. Furthermore, you will only receive credit for MBEs that are registered with the City as of Bid Opening Date.

MBE/SBE Vendor Name (Non-Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
Martin Landscaping	✓	✓	Erosion Control / Seeding			30,850
RBC Concrete	✓	✓	Concrete Flatwork			49,775
Pentacle Inc.		✓	Fencing			26,653
Professional Communications		✓	Precan Video			25,000

For all hauling services on this Contract, list below all MBEs, WBEs, and SBEs that you intend to provide such work and the Total Projected Utilization (\$).

MBE/SBE Vendor Name (Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)

Total Subcontractor / Supplier Utilization (including MBEs and SBEs, and Non-MWSBEs)	\$ 2,977,699
Total MBE Utilization	\$ 374,273
Total SBE Utilization	\$ 1,409,763
Total <u>MSBE</u> Utilization	\$ 1,784,036
Total Bid Amount (including Contingency)	\$ 6,579,665.85
Percent MBE Utilization* (Total MBE Utilization <i>divided by</i> Total Bid Amount)	5.69 %
Percent SBE Utilization* (Total WBE Utilization <i>divided by</i> Total Bid Amount)	21.43 %
Percent <u>MSBE</u> Utilization* (Total SBE Utilization <i>divided by</i> Total Bid Amount)	27.11 %

* The Utilization percentage stated **MUST** be rounded to (2) decimal places.



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 2 of 2)

List below all non-MWSBE (subcontractors and suppliers) that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code	Vendor #	Projected Utilization (if known) (\$)
Starling Construction	Pour-in-place concrete			
Fortiline	Pipe & fittings			
Martin Marietta	Aggregate			
Xylem	Bypass Pump System			

Letters of Intent submitted upon notice from the City

Per Part B, Section 3.6 and Part C, Section 2 of the CBI 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), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each MBE, WBE, and/or SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by each MBE, WBE, and/or SBE and the Bidder. The City shall not count proposed MBE, WBE, and/or SBE utilization for which it has not received a Letter of Intent by this deadline. Per Part B, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the established Subcontracting Goal(s). In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged for providing a Commercially Useful Function by the MBE, WBE, and/or SBE towards the established Subcontracting Goal(s). The Bidder is still obligated to pay the MBE, WBE, and/or SBE the full amount listed on the Contract with the MBE, WBE, and/or SBE regardless of what percentage is actually counted towards the MBE, WBE, and/or SBE goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of MBE, WBE, and/or SBE participation proposed on this **CBI Form 3** (and **CBI Form 3A**, if applicable) throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a MBE, WBE, and/or SBE, you must comply with Part D, Section 5.
- 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 being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MBE, WBE, and/or SBE you add subsequent to contract award.

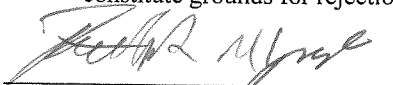
All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Signature

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

- It has complied with all provisions of the CBI Policy; and,
- Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your bid.


 Signature of Authorized Official

FREDERICK MYER
 Printed Name

Executive U.P.
 Title

9/28/21
 Submittal Date

QUALIFICATIONS STATEMENT

Bidder warrants the truth and accuracy of all statements and answers contained in this Qualifications Statement. Inclusion of any false statement(s) may be grounds for Owner declaring the Bid nonresponsive. Bidder shall provide information requested herein in its entirety.

If Bidder subcontracts portions of the Work, Owner and/or Engineer will consider the qualifications of Subcontractors identified elsewhere in the Bid and may request information similar to that contained in this Qualifications Statement from Subcontractors.

Upon receipt by Owner, this Qualifications Statement is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Owner and Engineer will review the Qualifications Statement. In addition, members of the general public who submit public record requests will also have access to information not identified as "Trade Secret." To properly designate material as a trade secret under these circumstances, Bidder must take the following precautions:

1. Any trade secret submitted by Bidder should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualifications Statement"; and
2. The same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Qualifications Statement, Bidder agrees that Owner may reveal any trade secret materials contained in such response to all Owner staff and officials involved in the Bid process and to any outside consultant or other third parties who will review this portion of the Bid. Furthermore, Bidder agrees to indemnify and hold harmless Owner and its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that Bidder has designated as a trade secret.

Owner may declare a Bid nonresponsive if Bidder designates the entire Qualifications Statement as a trade secret.

1. **SUBMITTED BY:**

Official Name of Firm: Sanders Utility Construction Co., Inc.
Contact Person: Frederick M. Young Jr.
(for Qualifications Statement)
Title: Executive Vice President
Phone: 704-399-5600
Email: freddie@sandersutility.com

2. **SUBMITTED TO:** City of Charlotte - Charlotte Water

3. **SUBMITTED FOR**
Project Name: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

4. **AFFILIATED COMPANIES:**
Name: N/A
Address: _____

5. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP
Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP
Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: North Carolina

Date of Organization: April 25, 1997

Executive Officers:

- President: Hazel Sanders

- Vice President(s): Frederick M. Young Jr.

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name:

- Address:

6. BONDING INFORMATION

Bonding Company: Travelers Casualty and Surety Company of America

Address: One Tower Square

Hartford, CT. 06183

Bonding Agent: Willis fo North Carolina, Inc.

Address: 214 N. Tryon St.,

Suite 2500

Charlotte, NC, 28202

Contact Name: Amy R. Waugh

Phone: 704-927-6000

Aggregate Bonding Capacity: \$100 million

Available Bonding Capacity as of date of this submittal: \$50 million

7. FINANCIAL INFORMATION

Financial Institution: (may be requested after bid)

Address: (may be requested after bid)

Account Manager: (may be requested after bid)

Phone: (may be requested after bid)

AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS MAY BE REQUESTED.

8. **CONSTRUCTION EXPERIENCE:**

A. Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately). **see attachment**

B. Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately). **See attachment**

9. **EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project. **see attachment**

10. **GENERAL BACKGROUND:**

A. Has the firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

B. Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

C. Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

D. Has the firm listed in Section 1 ever had a bankruptcy petition filed in its name, voluntarily or involuntarily within the last 10 years?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

- E. Has the firm listed in Section 1 ever been assessed liquidated damages (LDs) in the past 10 years or served as an owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

- F. Has the firm listed in Section 1 defaulted on any loan agreement or financing with any bank, financial institution, or entity within the last 10 years?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

- G. Have performance or payment bond claims ever been paid by a surety for the firm listed in Section 1 on any project in the last 10 years?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.


- H. In the past 10 years, has any surety refused to bond the firm listed in Section 1 on any project?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Sanders Utility Construction Co., Inc.

BY: Frederick M. Young Jr. 

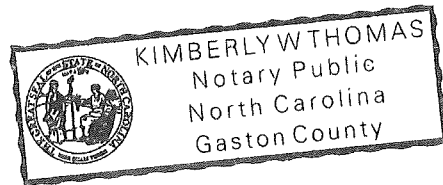
TITLE: Executive Vice President

DATED: 9/28/21

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 28th DAY OF September, 2021

Kimberly W. Thomas
NOTARY PUBLIC - STATE OF North Carolina
MY COMMISSION EXPIRES: 5/25/2026



ATTACHMENTS

1. Schedule A (Current Experience) - REQUIRED
2. Schedule B (Previous Experience) – REQUIRED
3. Schedule C (Major Equipment) - REQUIRED
4. Applicable attachments for questions in Section 10.

The Owner reserves the right to require confirmation of information furnished by a Bidder, require additional information from a Bidder concerning its bid and require additional evidence of qualifications to perform the work described in this Invitation to Bid.

Bidder warrants the truth and accuracy of all statements and answers contained in this Qualifications Statement. Inclusion of any false statement(s) may be grounds for Owner declaring the Bid nonresponsive. Bidder shall provide information requested herein in its entirety.

SCHEDULE A – CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date Contract Start Date: Contract Completion Date: Anticipated Completion Date:	Type of Work	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		

Schedule A - Current Experience

Sanders Utility Construction Co., Inc.



Project Name	Contract Start Date	Estimated Complete Date	Contract Value	Work Type	Owner	Owner Telephone	Engineer	Project Location	County
Upper Little Sugar Creek to N. Tryon Sewer Improvements (Construction Phase)	11/28/2017	Est. 2021	\$12,288,371	Municipal Sewer	City of Charlotte Water	Matt Bedrord - 704-336-1009	WSP USA	Charlotte, NC	Mecklenburg
16th Street Storm Drainage Improvements	6/4/2019	Est. 2021	\$9,871,059	Municipal Storm Drain	City of Charlotte Engineering and Property Management	Brant Smiley - 704-432-2147	WK Dickson	Charlotte, NC	Mecklenburg
16th Street - Streetscape Improvements	6/4/2019	Est. 2021	\$880,523	Municipal Streetscape	City of Charlotte Engineering and Property Management	Brant Smiley - 704-432-2147	WK Dickson	Charlotte, NC	Mecklenburg
Irwin Creek Tributaries Sewer (Design Phase)	5/1/2020	Est. 2021	\$2,760,100	Municipal Sewer	City of Charlotte Water	Will Rice - 704-578-9734	WSP USA	Charlotte, NC	Mecklenburg
Irwin Creek Tributaries Sewer - South / North Branch (Construction Phase)	3/1/2020	Est. 2022	\$21,712,364	Municipal Sewer	City of Charlotte Water	Will Rice - 704-578-9734	WSP USA	Charlotte, NC	Mecklenburg
Irwin Creek Tributaries Sewer - Middle Branch (Construction Phase)	7/12/2021	Est. 2022	\$6,093,215	Municipal Sewer	City of Charlotte Water	Will Rice - 704-578-9734	WSP USA	Charlotte, NC	Mecklenburg
LSC to CBD (Little Sugar Creek to Central Business District) Construction Phase II & III	7/1/2020	Est. 2022	\$35,472,553	Municipal Sewer	City of Charlotte Water	Bill Deal - 704-336-1027	WSP USA	Charlotte, NC	Mecklenburg
16th Street Waterline Replacement	2/13/2020	Est. 2021	\$317,129	Municipal Water	City of Charlotte Water	Matt Bedrord - 704-336-1009	WSP USA	Charlotte, NC	Mecklenburg
Zone 960/PZBC - Waterline Replacement - JV with BRS (Design Phase)	9/20/2020	Est. 2023	\$9,439,056	Municipal Water	City of Charlotte Water	Amy Vershel - 704-962-7685 / Ryan LeBlanc - 980-259-9439	WSP & STV	Charlotte, NC	Mecklenburg
Zone 960/PZBC - Waterline Replacement - JV with BRS (Construction Phase)	11/1/2021	Est. 2024	\$62,000,000	Municipal Water	City of Charlotte Water	Amy Vershel - 704-962-7685 / Ryan LeBlanc - 980-259-9439	WSP & STV	Charlotte, NC	Mecklenburg
Atrium Health / CMC - Design Assist	2/1/2021	Est. 2022	\$2,867,301	Municipal Sewer	City of Charlotte Water	DPR Rodgers - John Deloney - 704-303-4672	WSP USA	Charlotte, NC	Mecklenburg

SCHEDULE B – PREVIOUS EXPERIENCE (All projects completed within the past 5 years.)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		
	Name: Address: Telephone:	Name: Company: Telephone:	Contract Start Date: Contract Completion Date: Anticipated Completion Date:		

Schedule B - Previous Experience (all projects completed in last 5 years)

Sanders Utility Construction Co., Inc.



Project Name	Contract Start		Contract Value	Work Type	Owner	Contact / Telephone	Engineer	Project Location	County
	Date	Complete Date							
Myrtle-Morehead Storm Drainage Improvements	10/1/14	7/31/16	\$12,022,828	Municipal	City of Charlotte Engineering and Property Management, Susan Tolan	Scott Ackerman - 704-336-7045	Woolpert Engineering	Charlotte, NC	Mecklenburg
FY 14 Contract B - Sewer Extensions	5/1/14	6/14/16	\$1,802,673	Municipal	City of Charlotte Water	Chuck Bliss - 704-995-7518	City of Charlotte Water	Charlotte, NC	Mecklenburg
George Liles Parkway NCDOT C203093	9/6/13	5/20/16	\$2,292,400	Municipal	NCDOT	Rita Fedukovich	NCDOT / Blythe Development	Concord, NC	Cabarrus
Pharr Mill Rd. 12" Waterline Section 1	9/1/15	5/31/16	\$466,414	Municipal	Town of Harrisburg	Ryan Hager	W.K. Dickson & Company	Harrisburg, NC	Mecklenburg
Rocky River Rd. 16" Waterline Section 2	9/1/15	5/31/16	\$374,592	Municipal	Town of Harrisburg	Ryan Hager	W.K. Dickson & Company	Harrisburg, NC	Mecklenburg
Lower Rocky River PRV	9/1/15	5/31/16	\$119,626	Municipal	City of Concord	704-920-5447	City of Concord	Concord, NC	Cabarrus
Idlewild Rd. Booster Pump Station	4/13/15	6/30/16	\$2,504,290	Municipal	City of Charlotte Water	Chuck Bliss - 704-995-7518	Hinde Engineering	Charlotte, NC	Mecklenburg
Granite Street Force Main	5/20/2016	9/13/16	\$925,272	Municipal	City of Charlotte Water	Andrew Brunnick - 704-996-6717	US Infrastructure Carolina, Inc.	Charlotte, NC	Mecklenburg
Snyders-Lance Waste Sewer Line Rehab/Repair	4/29/2015	5/15/15	\$735,086	Industrial	Snyders-Lance	Ed Dalsing - 800-233-7125	Sanders Utility	Charlotte, NC	Mecklenburg
Duke Energy - CCP Riverbend Water Service	6/1/16	7/30/16	\$88,210	Municipal	Duke Energy	Patrick Dunn - 980-373-1164	Duke Energy	Mt. Holly, NC	Gaston
54" Water Main Repair - Tuckasegee/Thrft Rd.	7/6/16	7/14/16	\$148,378	Municipal	City of Charlotte Water	Chuck Bliss - 704-995-7518	Emergency Repair	Charlotte, NC	Mecklenburg
Water Line Repair - 9600 N. Tryon Street	8/1/16	8/14/16	\$49,663	Municipal	City of Charlotte Water	Chuck Bliss - 704-995-7518	Emergency Repair	Charlotte, NC	Mecklenburg
Asheville Airport Runway 54" 17-35 Contract BP-3	7/1/16	8/1/16	\$147,420	Municipal	GLF Construction	Adam Kamberg - 828-552-3233	GLF Construction	Asheville, NC	Buncombe
Water Line Repair - 24" Richland Drive	9/1/16	9/15/16	\$54,233	Municipal	City of Charlotte Water	Chuck Bliss - 704-995-7518	Emergency Repair	Charlotte, NC	Mecklenburg
Lynx BLE Contract 2A - Civil Segment	5/13/14	9/21/18	\$4,788,399	Municipal	CATS / City of Charlotte	Josh Sommer - 704-509-9600	Balfour Beatty Infrastructure	Charlotte, NC	Mecklenburg

Schedule B - Previous Experience (all projects completed in last 5 years)



Sanders Utility Construction Co., Inc.

Sugar Creek Bridge NCDOT	4/1/2016	6/30/20	\$1,893,418	Municipal	NCDOT	Trey Mobley - 704-588-0023	Blythe Development	Charlotte, NC	Mecklenburg
East Lincoln County Sewer Improvements	9/1/2016	11/20/17	\$2,196,954	Municipal	Lincoln County	Don Chamblee - 704-736-8495	WSP USA	Denver, NC	Lincoln
Stanley Sewer Improvements PH II	11/1/16	3/19/18	\$2,868,628	Municipal	Town of Stanley	Heath Jenks - 704-263-4779	HDR	Stanley, NC	Gaston
Briar Creek Relief Sewer PH III	6/1/16	8/31/19	\$15,039,772	Municipal	City of Charlotte Water	Nicole Bartlett - 704-497-8801	CDM Smith	Charlotte, NC	Mecklenburg
South Fork Sewer Phase II	11/15/18	11/30/19	\$6,028,333	Municipal	City of Gastonia	Mike Bynum - 704-866-6043	La Bella Engineering	Gastonia, NC	Gaston
Gum Branch Sewer Outfall	6/4/18	5/13/20	\$4,669,645	Municipal	City of Charlotte Water	Irene Okioaga - 704-336-1063	Stantec	Charlotte, NC	Mecklenburg
I-77 Hot Lanes	6/1/17	12/1/19	\$18,554,470	Municipal / NCDOT	Sugar Creek Construction	Carlos Queiroz - 980-337-2399	Hinde Engineering	Charlotte, NC	Mecklenburg
Wilmore Dr. & Parkwood Ave / Upper Little Sugar Creek to N. Tryon (Design Phase)	11/28/17	5/31/20	\$1,979,254	Municipal	City of Charlotte Water	Matt Bedrorr - 704-336-1009	WSP USA	Charlotte, NC	Mecklenburg
Wilmore Dr. to Parkwood Ave Sewer Replacement (Construction Phase)	9/6/18	5/7/20	\$7,210,198	Municipal	City of Charlotte Water	Matt Bedrorr - 704-336-1009	WSP USA	Charlotte, NC	Mecklenburg
Jaguar/Land Rover	2/28/2020	1/26/21	\$363,025	Private	Hendrick Automotive	Doug Moxley - 336-846-7191	Vannoy Construction	Charlotte, NC	Mecklenburg
LSC to CBD (Little Sugar Creek to Central Business District) Design/Construction Phase I	1/15/2020	8/31/2021	\$4,123,118	Municipal	City of Charlotte Water	Bill Deal - 704-336-1027	WSP USA	Charlotte, NC	Mecklenburg
Inwin Creek Replacement Sewer Design Build Main Branch	4/30/2020	7/31/2021	\$4,979,280	Municipal	City of Charlotte Water	Will Rice - 704-578-9734	WSP USA	Charlotte, NC	Mecklenburg
The Exchange - NODA	8/5/2020	6/29/2021	\$1,543,535	Private	Brand Properties - Atlanta, GA	Kyle Abernathy - 704-348-7030	Hal Abernathy Contracting	Charlotte, NC	Mecklenburg
VEST Water Treatment Plant	8/14/2020	5/28/2020	\$220,500	Municipal	City of Charlotte Water	Nathan William - 704-525-5695	Wharton - Smith	Charlotte, NC	Mecklenburg
LSC to CBD (Little Sugar Creek to Central Business District) Design/Construction Phase I	1/15/2020	7/31/2021	\$4,123,118	Municipal	City of Charlotte Water	Bill Deal - 704-336-1027	WSP USA	Charlotte, NC	Mecklenburg
Sharon Towers	1/11/2021	3/30/2021	\$474,875	Private	Messer Construction	Eric Donnelly - 980-721-2841	Heric Solutions	Charlotte, NC	Mecklenburg

Schedule C - List of Major Equipment Available

SUCCI - EQ #	Equipment Description	Owned / Rented	Year	Condition
606	New Holland Skid Steer LS180	Owned	2000	good
608	John Deere 544J Loader	Owned	2005	good
609	Komatsu WA600-1L Wheel Loader	Owned	1993	good
610	John Deere 624J Wheel Loader	Owned	2006	good
612	John Deere 544H Wheel Loader	Owned	2002	good
613	John Deere 329D Skid Steer Track Loader	Owned	2012	good
614	John Deere 544K Loader	Owned	2014	good
615	John Deere 624K Loader	Owned	2015	good
616	John Deere 624K-II 4WD Loader	Owned	2017	good
617	Ditch Witch SK800 Mini Skid Steer	Owned	2020	new
618	John Deere 333G Skid Steer Track Loader	Owned	2021	new
701	Koehring Model 435 Crawler Crane	Owned	1965	good
802	Ingersol Rand 185XWCU Air Compressor	Owned	1991	good
803	Ingersold Rand Model P185WJD Air Comp	Owned	1991	good
804	Ingersold Rand Model 185 Air Comp	Owned	1991	good
806	Atlas Capco 185CFM Air Compressor	Owned	1999	good
807	Sullivan Air Compressor D210Q	Owned	1999	good
808	Sullivan Air Compressor 185CFM	Owned	1999	good
903	John Deere 650J Bull Dozer	Owned	2006	good
904	John Deere 650J Bull Dozer	Owned	2009	good
905	Catepillar D6KZ Bull Dozer	Owned	2015	good
1006	John Deere 555G Wide Track Loader	Owned	1999	good
502	Caterpillar 426B Backhoe Loader	Owned	1995	good
503	Caterpillar 416B Rubber Tire Hoe	Owned	1996	good
601	Caterpillar 926E Wheel Loader	Owned	1990	good
1210	Komatsu PC-300LC-6 Hydraulic Excavator	Owned	2000	fair
1212	Komatsu PC 220 LC-7 Hydraulic Excavator	Owned	2002	fair
1213	Komatsu PC 400 LC-7 Hydraulic Excavator	Owned	2004	good
1214	Komatsu PC308USLC -3 Excavator	Owned	2005	good
1217	Komatsu PC300LC-7 Hydraulic Excavator	Owned	2007	good
1219	J. Henry JHSP20/Komatsu PC200LC-8 Rock Drill	Owned	2009	good
1220	Komatsu PC400-LC8 Hydraulic Excavator	Owned	2009	good
1221	Komatsu PC45MR-3 Hydraulic Excavator	Owned	2008	good
1222	2007 Komatsu PC 78MR-6 Hydraulic Excavator	Owned	2012	good
1223	Komatsu Hydraulic Excavator PC290LC-10	Owned	2013	good
1224	Komatsu Hydraulic Excavator PC240LC-10	Owned	2014	good
1225	Komatsu Hydraulic Excavator PC360LC-10	Owned	2014	good
1226	Komatsu Hydraulic Excavator PC210LC-10	Owned	2014	good
1227	Komatsu Hydraulic Excavator PC650LC-8 EO	Owned	2015	good
1228	Komatsu Hydraulic Mini Excavator PC88MR-10	Owned	2016	good
1229	Komatsu Hydraulic Excavator PC490-LC-11	Owned	2016	good

Schedule C - List of Major Equipment Available

SUCCI - EQ #	Equipment Description	Owned / Rented	Year	Condition
1230	John Deere 210C/W Wheel Excavator	Owned	2005	good
1231	Komatsu Hydraulic Excavator PC138USLC-11	Owned	2018	good
1232	Komatsu Hydraulic Excavator PC360LC-11	Owned	2018	good
1233	Komatsy Hydraulic Excavator PC800LC-8EQ	Owned	2015	good
1402	Lincoln Welder SA-200F-163	Owned		good
1406	Arrow Board	Owned		good
1412	Mueller CL12 Tapping Machine	Owned		good
1425	60" Boring Machine Model 60-1.2T	Owned	2001	good
1427	IRC L5K Light Plant	Owned		good
1428	Miller 351D Welder-Trailer	Owned		good
1430	48" American Augers Turbo Boring Machine	Owned	1999	good
1431	36" Robbins Rock Head	Owned		good
1432	48" Robbins Rock Head	Owned		good
1434	American Augers Turbo Boring Machine 24"	Owned	2005	good
1438	Amida Light Plant	Owned		good
1440	Amida Light Plant	Owned		good
1443	Morooka MST 3300 Crawler Haul Truck	Owned		good
1444	Sakai 54" Smooth Sheepsfoot Roller	Owned	2001	good
1447	Message Board	Owned		good
1448	Message Board	Owned		good
1449	8" Thompson Pump	Owned		good
1452	Sweepster Broom for Skidsteer	Owned		good
1457	Lowe Skid Steer Trencher	Owned		good
1458	Woods Skid Steer Power Rake/Broom	Owned		good
1459	Ditch Witch Trencher	Owned		good
1460	NCP Coring Machine	Owned		good
1461	Ingersol Rand Generator 75KW	Owned	1999	good
1463	Magnum Breaker - Rock Hammer	Owned		good
1466	Gulf Atlantic Pump & Dredge 6" Pump	Owned		good
1469	Akkerman Boring Head Guided Boring Machine 240A	Owned	2015	good
1471	Ingersol Rand Light Plant	Owned	2003	good
1473	Akkerman 48"-24" Stepped Reaming Head	Owned	2017	good
1474	Magnum Light Plant MLT3060	Owned	2012	good
1475	American Auger Bore Machine 36" (New)	Owned	1997	good
1476	HK Micro-Tunnel Machine AVN1200	Owned	2016	good
1477	Wacker Trench Roller RTX-SC2	Owned	2013	good
1479	Cummins 500 KW Generator	Owned	2006	good
1480	Derreck Mud Cleaner Slurry	Owned	2017	good
1481	Derrick Centrifuge Machine	Owned	2018	good
1482	Husqvarna FS7000D Concrete Saw	Owned	2019	good
1483	Doosan G50WDO-3A-T4F 50KW Generator	Owned	2019	good
1484	Doosan G50WDO-3A-T4F 50KW Generator	Owned	2019	good
1486	Magnum Pro MLT3060 Light Plant (6KW)	Owned	2014	good
1487	Schwing SP500 Grout/Concrete Pump	Owned	2019	good

Schedule C - List of Major Equipment Available

SUCCI - EQ #	Equipment Description	Owned / Rented	Year	Condition
1488	Windrow 3-Wheel 8' Ride-on Sweeper	Owned	2014	good
1489	Husqvarna Core Drill Electric DMS280HS	Owned	2017	good
1490	Magnum Pro MLT3060 Light Plant (6KW)	Owned	2016	good
1492	Lincoln Welder Vantage 400	Owned	2014	good
1493	Cummins 125KW Generator	Owned	2013	good
1494	Magnum Pro MLT3060 Light Plant (6KW)	Owned	2015	good
1502	Massey Ferguson 230 Tractor	Owned		fair
1505	6400 John Deere Tractor with 640 Loader	Owned	1993	good
0212	Chevrolet Pickup C2500 (Kyle -Shop Truck)	Owned	2000	good
0221	Chevy Pick up 2500 HD (Paul Webb)	Owned	2007	good
0223	Chevy Utility Bed 2500 HD (Johnnie Bright)	Owned	2007	good
0224	Chevy K2500 HD ()	Owned	2007	good
0231	Ford F350 (Mark Witherspoon)	Owned	2012	good
0235	Ford F350 (Will Linker) Blast Truck	Owned	2015	good
0236	Ford F450 (Joe Frazier II)	Owned	2015	good
0237	Ford F450 F-SD (Jose Romero)	Owned	2016	good
0238	Ford F250 (Tyler Elliott)	Owned	2016	good
0239	Ford F450 (Tino Sosa)	Owned	2016	good
0240	Ford F450 (Evan Wyatt)	Owned	2016	good
0241	Ford F350 (Billy Gould)	Owned	2017	good
0243	Ford F450 - (Peyton Stewart)	Owned	2016	good
0244	Ford F350 - (Steve Sanders)	Owned	2018	good
0245	Chevy 2500 Crew Cab 4WD - (Gary W)	Owned	2019	good
0246	Ford F350 XL - (Alex Leonhardt)	Owned	2019	good
0248	Ford F-350 (Rob Mercer)	Owned	2019	good
0304	Mack - (Boom Truck) Boring Truck	Owned	1996	good
0309	Mack CV700 Dump Truck	Owned	2004	good
0310	Ford F700 Fuel Truck	Owned	1992	rebuilt new
0311	Ford F750 (Kyle M.) Service Truck	Owned	2007	good
0314	Chevy Lube Truck - Service Box Truck	Owned	2000	good
0315	International 4700 - Fuel Truck	Owned	1992	good
0316	Chevy C5500 4 x 4 CC5E044 (on yard)	Owned	2008	good
0317	Mack CHU613 - Low Boy (David Stencil)	Owned	2015	good
0318	Dodge Ram 5500 4x4 (David Burgess)	Owned	2017	good
0319	Mack Dump Truck GR64F Quad (Chris Smith)	Owned	2019	new
0320	Mack Dump Truck GR84F Triaxle (Don Johnson)	Owned	2021	new
0403	Borco - 40' Semi Dump FU Trailer	Owned	1990	good
0404	Loading - Lowboy Trailer SLM#92	Owned	1997	good
0405	Eager Beaver Trailer	Owned	1999	good
0406	Ferrer Trailer - yellow	Owned	1962	good
0409	Hudson Bros HSE 18' Trailer	Owned	2006	good
0410	Water Tank Trailer	Owned	2011	good
0411	Drop Deck Trailer	Owned	1997	good
0412	Rodgers Tag Along Trailer	Owned	1996	good
0415	PJ Dump Trailer (DL142) 7' x 14'	Owned	2021	new

ADDENDUM NO. 1 - BID FORM

UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER – PHASE 2 AND PHASE 3 FROM
BILMARK AVENUE TO CANTERWOOD DRIVE AND 911 GEORGETOWN SDIP

Charlotte Water Phase 2 Project No: 7030250014-17-510

Charlotte Water Phase 3 Project No: 7030250014-18-528

Charlotte Storm Water Services Project No: SWD E S 1 0 2 2 8

Bidder Name: STATE UTILITY CONTRACTORS, INC

Bid Date: September 28, 2021

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Charlotte - Charlotte Water

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9-17-21</u>
<u>2</u>	<u>9-23-21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 AND 911 GEORGETOWN SDIP

SECTION 1 - UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 BID ITEMS

For furnishing all new materials, labor, equipment and all that may be incidental to and for the construction of sewer facilities as outlined below:

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	FOR CLEARING RIGHT-OF-WAY AND GRUBBING UNDERBRUSH, AS SPECIFIED	1	LS	\$200,000.00	\$200,000.00
2	FOR FURNISHING AND INSTALLING NEW SANITARY SEWER PIPE, AS SPECIFIED, COMPLETE IN PLACE				
A	8-INCH SEWER				
1	0'-6' DEPTH	80	LF	\$405.00	\$32,400.00
2	6'-8' DEPTH	80	LF	\$415.00	\$33,200.00
3	8'-10' DEPTH	60	LF	\$440.00	\$26,400.00
4	10'-12' DEPTH	10	LF	\$450.00	\$4,500.00
5	12'-14' DEPTH	10	LF	\$460.00	\$4,600.00
6	14'-16' DEPTH	10	LF	\$475.00	\$4,750.00
B	16-INCH SEWER				
1	0'-6' DEPTH	140	LF	\$429.00	\$60,060.00
2	6'-8' DEPTH	450	LF	\$432.00	\$194,400.00
3	8'-10' DEPTH	210	LF	\$440.00	\$92,400.00
4	10'-12' DEPTH	500	LF	\$455.00	\$227,500.00
5	12'-14' DEPTH	1,100	LF	\$491.00	\$540,100.00
6	14'-16' DEPTH	610	LF	\$535.00	\$326,350.00
7	16'-18' DEPTH	50	LF	\$670.00	\$33,500.00
C	18-INCH SEWER				
1	0'-6' DEPTH	100	LF	\$441.00	\$44,100.00
2	6'-8' DEPTH	1,270	LF	\$443.00	\$562,610.00
3	8'-10' DEPTH	700	LF	\$447.00	\$312,900.00
4	10'-12' DEPTH	700	LF	\$454.00	\$317,800.00
5	12'-14' DEPTH	320	LF	\$467.00	\$149,440.00
6	14'-16' DEPTH	10	LF	\$550.00	\$5,500.00
3	FOR SUBSTITUTING DUCTILE IRON PIPE FOR ANY SEWER INCLUDED IN THE CONTRACT, AS SPECIFIED, COMPLETE IN PLACE				
A	8-INCH SEWER (PRESSURE CLASS 350)	110	LF	\$30.00	\$3,300.00
B	16-INCH SEWER (PRESSURE CLASS 250)	40	LF	\$40.00	\$1,600.00
C	18-INCH SEWER (PRESSURE CLASS 250)	190	LF	\$45.00	\$8,550.00
4	FOR 4-INCH SEWER SERVICE LATERAL CONNECTIONS TO THE MAIN, AS SPECIFIED, COMPLETE IN PLACE				
A	INTO MANHOLES (REGARDLESS OF SIZE)				
1	AT THE INVERT	4	EA	\$1,500.00	\$6,000.00
2	ELEVATED, INCLUDING BASIC 0'-3' DEPTH INSIDE DROP INCLUDING BEND AND TEE (4" OR 6" DIAMETER ONLY)	1	EA	\$1,600.00	\$1,600.00
3	FOR EXTRA DEPTH OF 4" OR 6" INSIDE DROP	5	VF	\$50.00	\$250.00

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B	8" X 4" PVC TEES	1	EA	\$1,250.00	\$1,250.00
C	8" X 4" DIP TEES	1	EA	\$2,000.00	\$2,000.00
D	16" X 4" PVC TEES	35	EA	\$2,550.00	\$89,250.00
E	16" X 4" DIP TEES	1	EA	\$4,000.00	\$4,000.00
F	18" X 4" PVC TEES	1	EA	\$6,000.00	\$6,000.00
G	18" X 4" DIP TEES	1	EA	\$6,000.00	\$6,000.00
5	FOR 4-INCH SEWER SERVICE LATERALS AS SPECIFIED, COMPLETE IN PLACE				
A	FOR 4-INCH PIPE (SCHEDULE 40 PVC)				
1	0'-6' DEPTH	10	LF	\$55.00	\$550.00
2	6'-10' DEPTH	40	LF	\$60.00	\$2,400.00
3	10'-14' DEPTH	90	LF	\$70.00	\$6,300.00
4	14'-18' DEPTH	40	LF	\$100.00	\$4,000.00
B	FOR BORING 4-INCH SERVICE LATERALS UNDER OBSTACLES WHERE DIRECTED BY THE ENGINEER IN THE FIELD (ADD ON TO "A" ABOVE)	30	LF	\$100.00	\$3,000.00
C	FOR SUBSTITUTING 4-INCH (PRESSURE CLASS 350 DIP) (ADD ON TO "A" ABOVE)	30	LF	\$50.00	\$1,500.00
D	FOR 4" CLEANOUTS PER THE STANDARD DETAIL, COMPLETE WITH WYE FITTING, STAND PIPE, REMOVABLE AIRTIGHT PLUG, AND CAST IRON VALVE BOX COVER				
1	0'-6' DEPTH	1	EA	\$800.00	\$800.00
2	6'-10' DEPTH	1	EA	\$1,000.00	\$1,000.00
3	10'-14' DEPTH	1	EA	\$1,300.00	\$1,300.00
4	14'-18' DEPTH	1	EA	\$2,000.00	\$2,000.00
6	FOR INTERNAL CCTV INSPECTION OF NEW SEWER MAINS AND LATERALS (ANY DIAMETER), AS SPECIFIED, COMPLETE	6,400	LF	\$7.00	\$44,800.00
7	FOR BASIC 0'-6' DEPTH MANHOLES, 4-FOOT DIAMETER, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE				
A	MANHOLES IN PAVED AREAS, FRAME BOLTED TO MANHOLE WITH CONCRETE ENCASMENT PER THE STANDARD DETAIL, COMPLETE IN PLACE	15	EA	\$4,000.00	\$60,000.00
B	MANHOLES IN UNPAVED AREAS, FRAME BOLTED TO MANHOLE PER THE STANDARD DETAIL, COMPLETE IN PLACE	22	EA	\$3,600.00	\$79,200.00
8	FOR EXTRA 4-FOOT DIAMETER MANHOLE DEPTH, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE	170	VF	\$260.00	\$44,200.00
9	FOR 8" OUTSIDE DROPS AT MANHOLES, BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)				
A	BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)	3	EA	\$3,500.00	\$10,500.00
B	FOR VERTICAL FOOTAGE GREATER THAN 4' AT EACH OUTSIDE DROP	3	VF	\$150.00	\$450.00
10	FOR CONCRETE SLIDES AT MANHOLES, AS SPECIFIED, ANY SIZE/HEIGHT OF CONCRETE SLIDE, COMPLETE IN PLACE	3	EA	\$1,000.00	\$3,000.00
11	FOR ABANDONING EXISTING MANHOLES IN PLACE BY REMOVING THE MANHOLE TO 3 FEET BELOW GRADE, PLUGGING CONNECTING PIPES WITH CONCRETE, AND FILLING MANHOLE WITH IMPORTED STONE, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED, ANY MANHOLE DIAMETER, COMPLETE IN PLACE.	7	EA	\$2,000.00	\$14,000.00
12	FOR PLUGGING EXISTING ABANDONED/INACTIVE SEWERS WITH CONCRETE, AS SPECIFIED, COMPLETE IN PLACE.	12	EA	\$500.00	\$6,000.00
13	FOR MAINTAINING TRAFFIC AS SPECIFIED, INCLUDING ALL NECESSARY SIGNS, CONES, FLAGGERS, ETC., COMPLETE IN PLACE	1	LS	\$42,000.00	\$42,000.00

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14		FOR CUTTING (SAWING), REMOVING AND REPLACING ALL ASPHALTIC PAVEMENT AS SPECIFIED, COMPLETE IN PLACE				
A		9-INCH DEPTH (BINDER AND SURFACE COURSE)	1,725	SY	\$135.00	\$232,875.00
B		FOR ADDITIONAL PER INCH DEPTH OF BINDER COURSE (WILL BE IN ADDITION TO ITEM A ABOVE)	3,450	SY-IN	\$20.00	\$69,000.00
C		FOR MILLING ROADS PRIOR TO INSTALLING ASPHALT OVERLAY, PAYMENT PER SQUARE YARD OF ASPHALT MILLED UP TO 1.5 INCHES (DEPTH), INCLUDING ALL WORK REQUIRED TO PERFORM MILLING AND DISPOSAL OF MATERIALS OFF-SITE, COMPLETE IN PLACE.	8,150	SY	\$6.00	\$48,900.00
D		FOR 1-INCH DEPTH OF 1-2 OVERLAY (SURFACE COURSE)	8,150	SY	\$8.50	\$69,275.00
15		FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE DRIVEWAYS AND WALKWAYS, AS SPECIFIED, COMPLETE IN PLACE				
A		4" DEPTH	125	SY	\$140.00	\$17,500.00
B		FOR EACH ADDITIONAL 2-INCH DEPTH OF CONCRETE REPLACEMENT (WILL BE IN ADDITION TO ITEMS A ABOVE)	60	SY	\$100.00	\$6,000.00
16		FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE CURB AND GUTTER, AS SPECIFIED, COMPLETE IN PLACE	950	LF	\$77.00	\$73,150.00
17		FOR SOLID ROCK EXCAVATION, AS SPECIFIED, COMPLETE IN PLACE				
A		FOR THE FIRST 25 CY PER PROJECT	25	CY	\$125.00	\$3,125.00
B		FOR ADDITIONAL ROCK EXCAVATION AFTER THE INITIAL 25 CY PER PROJECT	900	CY	\$125.00	\$112,500.00
18		FOR STONE RIP-RAP AS SPECIFIED, COMPLETE IN PLACE	150	TN	\$60.00	\$9,000.00
19		FOR STONE STABILIZATION MATERIAL AS SPECIFIED, COMPLETE IN PLACE	40	TN	\$60.00	\$2,400.00
20		FOR FURNISHING SELECT BACKFILL MATERIAL, AS SPECIFIED, COMPLETE IN PLACE	6,900	CY	\$35.00	\$241,500.00
21		REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED ABC STONE OR PIT GRAVEL, COST PER CUBIC YARD OF ABC/PIT GRAVEL INSTALLED	300	CY	\$75.00	\$22,500.00
22		FOR REMOVAL/REPLACEMENT OF SOD OR SPECIAL GRASS, AS SPECIFIED, COMPLETE IN PLACE	10	SY	\$40.00	\$400.00
23		FOR CONSTRUCTING AND MAINTAINING VARIOUS EROSION CONTROL DEVICES, AS SPECIFIED				
A		SILT FENCE	3,700	LF	\$3.00	\$11,100.00
B		STONE FILLED BURLAP BAG	10	EA	\$125.00	\$1,250.00
C		TEMPORARY INLET PROTECTION	12	EA	\$300.00	\$3,600.00
D		EROSION CONTROL BLANKET/JUTE NETTING	10	SY	\$10.00	\$100.00
24		INSTALL STONE FOR RESTORING GRAVEL AREAS, COST PER CUBIC YARD OF PLACED STONE	10	CY	\$65.00	\$650.00
25		FOR STORM DRAIN REPLACEMENT, AS SPECIFIED, COMPLETE IN PLACE				
A		FOR REMOVING AND REPLACING STORM DRAIN PIPE (REUSING THE EXISTING PIPE)	100	LF	\$30.00	\$3,000.00
B		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 18" DIAMETER AND SMALLER (CLASS 3 RCP)	80	LF	\$45.00	\$3,600.00
C		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 21" TO 30" DIAMETER (CLASS 3 RCP)	20	LF	\$100.00	\$2,000.00
		SUBTOTAL (ITEMS 1 THROUGH 25; SECTION 1)				\$4,562,735.00
26		FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 1)	1	LS	\$91,000.00	\$91,000.00
		SUB-SUBTOTAL (ITEMS 1 THROUGH 26; SECTION 1)				\$4,653,735.00
27		CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 1)				\$232,686.75
		TOTAL (ITEMS 1 THROUGH 27; SECTION 1)				\$4,886,421.75

SECTION 2 - 911 GEORGETOWN SDIP BID ITEMS

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
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1	226	10226.101	UNDERCUT EXCAVATION	500	CY	\$70.00	\$35,000.00
2	300	10300.000	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1200	TN	\$40.00	\$48,000.00
3	300	10300.100	FOUNDATION CONDITIONING GEOTEXTILE	1700	SY	\$4.00	\$6,800.00
4	310	10310.003	15" R.C. PIPE CULVERTS, CLASS III	96	LF	\$450.00	\$43,200.00
5	310	10310.006	18" R.C. PIPE CULVERTS, CLASS III	8	LF	\$510.00	\$4,080.00
6	520	10520.000	AGGREGATE BASE COURSE	614	TN	\$32.00	\$19,648.00
7	SP-03	81919.000	STONE MATERIAL, NO. 57	1400	TN	\$40.00	\$56,000.00
8	840	10840.022	MASONRY DRAINAGE STRUCTURES	9	EA	\$3,000.00	\$27,000.00
9	840	10840.101	MASONRY DRAINAGE STRUCTURES	4	LF	\$500.00	\$2,000.00
10	840	10840.355	FRAME WITH GRATE (ALL TYPES)	5	EA	\$825.00	\$4,125.00
11	840	10840.053	MANHOLE FRAME AND COVER, NCDOT STD 840.54	8	EA	\$500.00	\$4,000.00
12	840	10840.251	PIPE PLUGS	10	CY	\$2,500.00	\$25,000.00
13	876	10876.004	RIPRAP (CLASS A, CLASS B, CLASS I & CLASS II)	73	TN	\$85.00	\$6,205.00
14	SP-01	80000.000	COMPREHENSIVE GRADING	1	LS	\$105,000.00	\$105,000.00
15	SP-03	80135.000	SELECT MATERIAL	1590	TN	\$40.00	\$63,600.00
16	SP-04	80285.000	BORROW EXCAVATION	100	CY	\$35.00	\$3,500.00
17	SP-06	81167.000	PROJECT SIGN	1	EA	\$1,500.00	\$1,500.00
18	SP-07	81570.000	5' X 4' PRECAST R.C. BOX CULVERT BEND	5	EA	\$16,500.00	\$82,500.00
19	SP-07	81378.000	5' X 4' PRECAST R.C. BOX CULVERT	394	LF	\$1,300.00	\$512,200.00
20	SP-07	81520.000	10' X 8' PRECAST R.C. BOX CULVERT	60	LF	\$4,100.00	\$246,000.00
21	SP-08	80317.000	NON-STANDARD DRAINAGE STRUCTURE	49	CY	\$4,950.00	\$242,550.00
22	SP-08	81116.000	NON-STANDARD ENDWALL	44	CY	\$4,950.00	\$217,800.00
23	SP-09	80094.000	FLOWABLE FILL (EXCAVATABLE)	376	CY	\$500.00	\$188,000.00
24	SP-10	81795.000	ALLOWANCE FOR IRRIGATION	1	ALLW	\$5,000.00	\$5,000.00
25	SP-11	80199.001	FENCE, 4' CHAIN LINK	108	LF	\$30.00	\$3,240.00
26	SP-12	81918.000	FENCE, 3' VINYL	33	LF	\$75.00	\$2,475.00
27	SP-13	81102.000	FENCE, TEMPORARY 4' PET CONTAINMENT	66	LF	\$15.00	\$990.00
28	SP-14	81467.000	STRUCTURE ASSESSMENT REPORT	2	EA	\$3,500.00	\$7,000.00
29	SPSRW-01	40177.000	EROSION CONTROL MATTING - 100% BIODEGRADABLE STRAW/COCONUT W/ ORGANIC NETTING	115	SY	\$10.00	\$1,150.00
30	SPSRW-01	40180.000	EROSION CONTROL MATTING - COIR FIBER700	100	SY	\$10.00	\$1,000.00
31	SPSRW-02	40166.000	PUMP AROUND OPERATION	120	DY	\$1,700.00	\$204,000.00
32	SPSRW-03	40164.000	IMPERVIOUS DIKE	26	LF	\$1,300.00	\$33,800.00
33	SPSRW-04	40125.000	SPECIAL STILLING BASINS	3	EA	\$6,000.00	\$18,000.00
34	SPSRW-05	40158.000	RIFFLE, CONSTRUCTED 6' WIDE	40	LF	\$55.00	\$2,200.00
35	SPSRW-05	40160.000	RIFFLE, CONSTRUCTED 9' WIDE	20	LF	\$80.00	\$1,600.00
36	SPSRW-05	40141.000	RIFFLE, CONSTRUCTED 18' WIDE	34	LF	\$160.00	\$5,440.00
37	SPU-01	20154.000	FOUNDATION CONDITIONING MATERIAL FOR UTILITIES	75	TN	\$55.00	\$4,125.00
38	SPU-01	20006.001	SELECT BACKFILL MATERIAL FOR UTILITIES	50	TN	\$55.00	\$2,750.00
39	SPU-02	21004.000	8" DI RESTRAINED JOINT WATER PIPE, PC 350	50	LF	\$580.00	\$29,000.00
40	SPU-03	21229.000	DI RESTRAINED JOINT WATER PIPE FITTINGS	300	LB	\$11.00	\$3,300.00

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41	SPU-04	20001.000	ADJUST EXISTING WATER METER AND METER BOX	2	EA	\$550.00	\$1,100.00
42	SPU-05	21122.000	16" STEEL ENCASMENT PIPE, 0.25" THICK, BY OPEN CUT	69	LF	\$310.00	\$21,390.00
43	SPU-06	21011.000	CONCRETE THRUST BLOCKING	5	CY	\$550.00	\$2,750.00
			SUBTOTAL (ITEMS 1 THROUGH 43; SECTION 2)				\$2,294,018.00
44			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 2)	1	LS	\$45,000.00	\$45,000.00
			SUB-SUBTOTAL (ITEMS 1 THROUGH 44; SECTION 2)				\$2,339,018.00
45			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 2)				\$116,950.90
			TOTAL (ITEMS 1 THROUGH 45; SECTION 2)				\$2,455,968.90
			TOTAL BID (SECTIONS 1 AND 2)				\$7,342,390.65

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 AND 911 GEORGETOWN SDIP							
SECTION 1 - UPPER LITTLE SUGAR CREEK REPLACEMENT SEWER PHASES 2 AND 3 BID ITEMS							
For furnishing all new materials, labor, equipment and all that may be incidental to and for the construction of sewer facilities as outlined below:							
ITEM		DESCRIPTION		QUANTITY		UNIT PRICE	TOTAL
1			FOR CLEARING RIGHT-OF-WAY AND GRUBBING UNDERBRUSH, AS SPECIFIED	1	LS		
2			FOR FURNISHING AND INSTALLING NEW SANITARY SEWER PIPE, AS SPECIFIED, COMPLETE IN PLACE				
	A		8-INCH SEWER				
		1	0'-6' DEPTH	80	LF		
		2	6'-8' DEPTH	80	LF		
		3	8'-10' DEPTH	60	LF		
		4	10'-12' DEPTH	10	LF		
		5	12'-14' DEPTH	10	LF		
		6	14'-16' DEPTH	10	LF		
	B		16-INCH SEWER				
		1	0'-6' DEPTH	140	LF		
		2	6'-8' DEPTH	450	LF		
		3	8'-10' DEPTH	210	LF		
		4	10'-12' DEPTH	500	LF		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		5	12'-14' DEPTH	1,100	LF		
		6	14'-16' DEPTH	610	LF		
		7	16'-18' DEPTH	50	LF		
	C		18-INCH SEWER				
		1	0'-6' DEPTH	100	LF		
		2	6'-8' DEPTH	1,270	LF		
		3	8'-10' DEPTH	700	LF		
		4	10'-12' DEPTH	700	LF		
		5	12'-14' DEPTH	320	LF		
		6	14'-16' DEPTH	10	LF		
3			FOR SUBSTITUTING DUCTILE IRON PIPE FOR ANY SEWER INCLUDED IN THE CONTRACT, AS SPECIFIED, COMPLETE IN PLACE				
	A		8-INCH SEWER (PRESSURE CLASS 350)	110	LF		
	B		16-INCH SEWER (PRESSURE CLASS 250)	40	LF		
	C		18-INCH SEWER (PRESSURE CLASS 250)	190	LF		
4			FOR 4-INCH SEWER SERVICE LATERAL CONNECTIONS TO THE MAIN, AS SPECIFIED, COMPLETE IN PLACE				
	A		INTO MANHOLES (REGARDLESS OF SIZE)				
		1	AT THE INVERT	4	EA		
		2	ELEVATED, INCLUDING BASIC 0'-3' DEPTH INSIDE DROP INCLUDING BEND AND TEE (4" OR 6" DIAMETER ONLY)	1	EA		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		3	FOR EXTRA DEPTH OF 4" OR 6" INSIDE DROP	5	VF		
	B		8" X 4" PVC TEES	1	EA		
	C		8" X 4" DIP TEES	1	EA		
	D		16" X 4" PVC TEES	35	EA		
	E		16" X 4" DIP TEES	1	EA		
	F		18" X 4" PVC TEES	1	EA		
	G		18" X 4" DIP TEES	1	EA		
5			FOR 4-INCH SEWER SERVICE LATERALS AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR 4-INCH PIPE (SCHEDULE 40 PVC)				
		1	0'-6' DEPTH	10	LF		
		2	6'-10' DEPTH	40	LF		
		3	10'-14' DEPTH	90	LF		
		4	14'-18' DEPTH	40	LF		
	B		FOR BORING 4-INCH SERVICE LATERALS UNDER OBSTACLES WHERE DIRECTED BY THE ENGINEER IN THE FIELD (ADD ON TO "A" ABOVE)	30	LF		
	C		FOR SUBSTITUTING 4-INCH (PRESSURE CLASS 350 DIP) (ADD ON TO "A" ABOVE)	30	LF		
	D		FOR 4" CLEANOUTS PER THE STANDARD DETAIL, COMPLETE WITH WYE FITTING, STAND PIPE, REMOVABLE AIRTIGHT PLUG, AND CAST IRON VALVE BOX COVER				
		1	0'-6' DEPTH	1	EA		
		2	6'-10' DEPTH	1	EA		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
		3	10'-14' DEPTH	1	EA		
		4	14'-18' DEPTH	1	EA		
6			FOR INTERNAL CCTV INSPECTION OF NEW SEWER MAINS AND LATERALS (ANY DIAMETER), AS SPECIFIED, COMPLETE	6,400	LF		
7			FOR BASIC 0'-6' DEPTH MANHOLES, 4-FOOT DIAMETER, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE				
	A		MANHOLES IN PAVED AREAS, FRAME BOLTED TO MANHOLE WITH CONCRETE ENCASMENT PER THE STANDARD DETAIL, COMPLETE IN PLACE	15	EA		
	B		MANHOLES IN UNPAVED AREAS, FRAME BOLTED TO MANHOLE PER THE STANDARD DETAIL, COMPLETE IN PLACE	22	EA		
8			FOR EXTRA 4-FOOT DIAMETER MANHOLE DEPTH, AS SPECIFIED, BACKFILLED, COMPLETE IN PLACE	170	VF		
9			FOR 8" OUTSIDE DROPS AT MANHOLES, BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)				
	A		BASIC 0'-4' DEPTH INCLUDING BEND AND TEE, AS SPECIFIED, COMPLETE IN PLACE (DUCTILE IRON DROPS ONLY)	3	EA		
	B		FOR VERTICAL FOOTAGE GREATER THAN 4' AT EACH OUTSIDE DROP	3	VF		
10			FOR CONCRETE SLIDES AT MANHOLES, AS SPECIFIED, ANY SIZE/HEIGHT OF CONCRETE SLIDE, COMPLETE IN PLACE	3	EA		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
11			FOR ABANDONING EXISTING MANHOLES IN PLACE BY REMOVING THE MANHOLE TO 3 FEET BELOW GRADE, PLUGGING CONNECTING PIPES WITH CONCRETE, AND FILLING MANHOLE WITH IMPORTED STONE, INCLUDING COMPLETE RESTORATION OF PAVED OR UNPAVED AREAS AS SPECIFIED, ANY MANHOLE DIAMETER, COMPLETE IN PLACE.	7	EA		
12			FOR PLUGGING EXISTING ABANDONED/INACTIVE SEWERS WITH CONCRETE, AS SPECIFIED, COMPLETE IN PLACE.	12	EA		
13			FOR MAINTAINING TRAFFIC AS SPECIFIED, INCLUDING ALL NECESSARY SIGNS, CONES, FLAGGERS, ETC., COMPLETE IN PLACE	1	LS		
14			FOR CUTTING (SAWING), REMOVING AND REPLACING ALL ASPHALTIC PAVEMENT AS SPECIFIED, COMPLETE IN PLACE				
	A		9-INCH DEPTH (BINDER AND SURFACE COURSE)	1,725	SY		
	B		FOR ADDITIONAL PER INCH DEPTH OF BINDER COURSE (WILL BE IN ADDITION TO ITEM A ABOVE)	3,450	SY-IN		
	C		FOR MILLING ROADS PRIOR TO INSTALLING ASPHALT OVERLAY, PAYMENT PER SQUARE YARD OF ASPHALT MILLED UP TO 1.5 INCHES (DEPTH), INCLUDING ALL WORK REQUIRED TO PERFORM MILLING AND DISPOSAL OF MATERIALS OFF-SITE, COMPLETE IN PLACE.	8,150	SY		
	D		FOR 1-INCH DEPTH OF I-2 OVERLAY (SURFACE COURSE)	8,150	SY		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
15			FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE DRIVEWAYS AND WALKWAYS, AS SPECIFIED, COMPLETE IN PLACE				
	A		4" DEPTH	125	SY		
	B		FOR EACH ADDITIONAL 2-INCH DEPTH OF CONCRETE REPLACEMENT (WILL BE IN ADDITION TO ITEMS A ABOVE)	60	SY		
16			FOR CUTTING (SAWING), REMOVING AND REPLACING CONCRETE CURB AND GUTTER, AS SPECIFIED, COMPLETE IN PLACE	950	LF		
17			FOR SOLID ROCK EXCAVATION, AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR THE FIRST 25 CY PER PROJECT	25	CY		
	B		FOR ADDITIONAL ROCK EXCAVATION AFTER THE INITIAL 25 CY PER PROJECT	900	CY		
18			FOR STONE RIP-RAP AS SPECIFIED, COMPLETE IN PLACE	150	TN		
19			FOR STONE STABILIZATION MATERIAL AS SPECIFIED, COMPLETE IN PLACE	40	TN		
20			FOR FURNISHING SELECT BACKFILL MATERIAL, AS SPECIFIED, COMPLETE IN PLACE	6,900	CY		
21			REMOVE EXCAVATED SOIL AND DISPOSE OF OFFSITE, AND BACKFILL WITH IMPORTED ABC STONE OR PIT GRAVEL, COST PER CUBIC YARD OF ABC/PIT GRAVEL INSTALLED	300	CY		
22			FOR REMOVAL/REPLACEMENT OF SOD OR SPECIAL GRASS, AS SPECIFIED, COMPLETE IN PLACE	10	SY		
23			FOR CONSTRUCTING AND MAINTAINING VARIOUS EROSION CONTROL DEVICES, AS SPECIFIED				

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
	A		SILT FENCE	3,700	LF		
	B		STONE FILLED BURLAP BAG	10	EA		
	C		TEMPORARY INLET PROTECTION	12	EA		
	D		EROSION CONTROL BLANKET/JUTE NETTING	10	SY		
24			INSTALL STONE FOR RESTORING GRAVEL AREAS, COST PER CUBIC YARD OF PLACED STONE	10	CY		
25			FOR STORM DRAIN REPLACEMENT, AS SPECIFIED, COMPLETE IN PLACE				
	A		FOR REMOVING AND REPLACING STORM DRAIN PIPE (REUSING THE EXISTING PIPE)	100	LF		
	B		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 18" DIAMETER AND SMALLER (CLASS 3 RCP)	80	LF		
	C		FOR SUBSTITUTING NEW STORM DRAIN PIPE; 21" TO 30" DIAMETER (CLASS 3 RCP)	20	LF		
			SUBTOTAL (ITEMS 1 THROUGH 25; SECTION 1)				
26			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 1)	1	LS		
			SUB-SUBTOTAL (ITEMS 1 THROUGH 26; SECTION 1)				
27			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 1)				
			TOTAL (ITEMS 1 THROUGH 27; SECTION 1)				

SECTION 2 - 911 GEORGETOWN SDIP BID ITEMS

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
1	226	10226.101	UNDERCUT EXCAVATION	500	CY		
2	300	10300.000	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1200	TN		
3	300	10300.100	FOUNDATION CONDITIONING GEOTEXTILE	1700	SY		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
4	310	10310.003	15" R.C. PIPE CULVERTS, CLASS III	96	LF		
5	310	10310.006	18" R.C. PIPE CULVERTS, CLASS III	8	LF		
6	520	10520.000	AGGREGATE BASE COURSE	614	TN		
7	SP-03	81919.000	STONE MATERIAL, NO. 57	1400	TN		
8	840	10840.022	MASONRY DRAINAGE STRUCTURES	9	EA		
9	840	10840.101	MASONRY DRAINAGE STRUCTURES	4	LF		
10	840	10840.355	FRAME WITH GRATE (ALL TYPES)	5	EA		
11	840	10840.053	MANHOLE FRAME AND COVER, NCDOT STD 840.54	8	EA		
12	840	10840.251	PIPE PLUGS	10	CY		
13	876	10876.004	RIPRAP (CLASS A, CLASS B, CLASS I & CLASS II)	73	TN		
14	SP-01	80000.000	COMPREHENSIVE GRADING	1	LS		
15	SP-03	80135.000	SELECT MATERIAL	1590	TN		
16	SP-04	80285.000	BORROW EXCAVATION	100	CY		
17	SP-06	81167.000	PROJECT SIGN	1	EA		
18	SP-07	81570.000	5' X 4' PRECAST R.C. BOX CULVERT BEND	5	EA		
19	SP-07	81378.000	5' X 4' PRECAST R.C. BOX CULVERT	394	LF		
20	SP-07	81520.000	10' X 8' PRECAST R.C. BOX CULVERT	60	LF		
21	SP-08	80317.000	NON-STANDARD DRAINAGE STRUCTURE	49	CY		
22	SP-08	81116.000	NON-STANDARD ENDWALL	44	CY		
23	SP-09	80094.000	FLOWABLE FILL (EXCAVATABLE)	376	CY		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
24	SP-10	81795.000	ALLOWANCE FOR IRRIGATION	1	AL LW	\$5,000.00	\$5,000.00
25	SP-11	80199.001	FENCE, 4' CHAIN LINK	108	LF		
26	SP-12	81918.000	FENCE, 3' VINYL	33	LF		
27	SP-13	81102.000	FENCE, TEMPORARY 4' PET CONTAINMENT	66	LF		
28	SP-14	81467.000	STRUCTURE ASSESSMENT REPORT	2	EA		
29	SPSRW-01	40177.000	EROSION CONTROL MATTING - 100% BIODEGRADABLE STRAW/COCONUT W/ ORGANIC NETTING	115	SY		
30	SPSRW-01	40180.000	EROSION CONTROL MATTING - COIR FIBER700	100	SY		
31	SPSRW-02	40166.000	PUMP AROUND OPERATION	120	DY		
32	SPSRW-03	40164.000	IMPERVIOUS DIKE	26	LF		
33	SPSRW-04	40125.000	SPECIAL STILLING BASINS	3	EA		
34	SPSRW-05	40158.000	RIFFLE, CONSTRUCTED 6' WIDE	40	LF		
35	SPSRW-05	40160.000	RIFFLE, CONSTRUCTED 9' WIDE	20	LF		
36	SPSRW-05	40141.000	RIFFLE, CONSTRUCTED 18' WIDE	34	LF		
37	SPU-01	20154.000	FOUNDATION CONDITIONING MATERIAL FOR UTILITIES	75	TN		
38	SPU-01	20006.001	SELECT BACKFILL MATERIAL FOR UTILITIES	50	TN		
39	SPU-02	21004.000	8" DI RESTRAINED JOINT WATER PIPE, PC 350	50	LF		
40	SPU-03	21229.000	DI RESTRAINED JOINT WATER PIPE FITTINGS	300	LB		
41	SPU-04	20001.000	ADJUST EXISTING WATER METER AND METER BOX	2	EA		
42	SPU-05	21122.000	16" STEEL ENCASEMENT PIPE, 0.25" THICK, BY OPEN CUT	69	LF		
43	SPU-06	21011.000	CONCRETE THRUST BLOCKING	5	CY		

ITEM	SECTION	CIC	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL
			SUBTOTAL (ITEMS 1 THROUGH 43; SECTION 2)				
44			FOR MOBILIZATION TO THE PROJECT SITE, AS SPECIFIED (2% OF SUBTOTAL; SECTION 2)	1	LS		
			SUB-SUBTOTAL (ITEMS 1 THROUGH 44; SECTION 2)				
45			CONTINGENCY ALLOWANCE (5% OF SUB-SUBTOTAL; SECTION 2)				
			TOTAL (ITEMS 1 THROUGH 45; SECTION 2)				
			TOTAL BID (SECTIONS 1 AND 2)				

Pay Items have been set up in the Proposal Section for all work that is permanent and measurable. Award will be made based on the lowest responsive, responsible bid. Note that there are two sections in the Proposal (Bid Form). Section 1 is for work primarily for the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 and is a Charlotte Water project. Section 2 is only for work for the 911 Georgetown SDIP and is a Charlotte Storm Water project. The total bid is the combined total of Section 1 and Section 2 and shall be the basis for determining the lowest responsive, responsible bidder. Section 1 has some bid items that are common to both the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 project and the 911 Georgetown SDIP project including Items 14 through 17 in Section 1. All other bid items in Section 1 will be used only for the Upper Little Sugar Creek Replacement Sewer Phases 2 and 3 project. All Section 2 bid items will be used only for the 911 Georgetown SDIP project.

Bidder shall include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Contingency allowance shall be used only upon written approval of Owner for additional work not included in the Contract Documents. The amount paid will be negotiated as lump sum or unit price per each item of additional work. Any unused portion of the allowance remaining at the completion of the Contract shall revert to Owner as a credit. Owner reserves the right to delete the allowance from the Contract prior to award. Should an amount other than the allotted percentage of the total Bid price be entered in the space provided, Owner reserves the right to change this amount to the correct figure.

- ATTACH CD OR FLASH DRIVE OF EXCEL BID FORM TO THIS PAGE -

Reference Instructions to Bidders Paragraph 13.11 for requirement to submit electronic Bid data.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. List of Subcontractors
 - C. Commercial Non-Discrimination Certification
 - D. Debarred Firms
 - E. E-Verify Certification
 - F. Non-Collusive Affidavit
 - G. Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - H. Byrd Anti-Lobbying Certification
 - I. Contractor Safety Assessment
 - J. Corporate Authority to Execute Bid and Agreement
 - K. Charlotte Business Inclusion Form 1 and/or 3

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

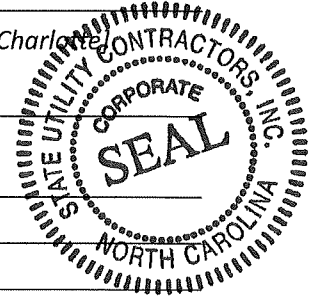
ARTICLE 9 – BID CERTIFICATION

PROJECT: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project (SDIP)

BIDDER: *[Indicate correct legal name of bidding entity as registered with the City of Charlotte]*

STATE UTILITY CONTRACTORS, INC

By: *Ronald L. Brown*
[Signature]
[Printed name] RONALD L. BROWN
Title: President



(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *R. Scott Little*
[Signature]
[Printed name] R. SCOTT LITTLE
Title: Asst. Secretary

Submittal Date: September 28, 2021
Address: P.O. Box 5019
Monroe, NC 28111-5019

Telephone Number: (704) 289-6400
Fax Number: (704) 282-0590
Email: ron@sucontractors.com

NC General Contractor's License No.: 17793

Classification: Unclassified Limits: Unlimited

Other Licenses (Type & No.) _____

City of Charlotte Vendor Number: 25491

Communications concerning this Bid shall be addressed to:

Contact Name: Scott Little
E-Mail Address: scott@sucontractors.com
Phone Number: (704) 289-6400
Address: _____
(if different from above)

Subscribed and sworn before me this 28th day of September, 2021.

Lisa W Williamson
Signature

My commission expires 9-5-2026



If Bid is submitted as a Joint Venture or Partnership, a second Bid Certification must be filled out for the second member of the Joint Venture or Partnership.

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

State Utility Contractors, Inc.
4417 Old Charlotte Hwy., Monroe, NC 28110

SURETY (Name, and Address of Principal Place of Business):

Hartford Accident and Indemnity Company
Bond Claim Dept., One Hartford Plaza, T-4, Hartford, CT 06155 - 0001

OWNER (Name and Address):

Charlotte Water
5100 Brookshire Blvd., Charlotte, NC 28216

BID

Bid Due Date: September 28, 2021

Description (Project Name— Include Location): Upper Little Sugar Creek Replacement Sewer - Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project

BOND

Bond Number: Bid Bond

Date: September 28, 2021

Penal sum Five Percent of Amount Bid \$ 5%

(Words) _____ (Figures)
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

State Utility Contractors, Inc.

Bidder's Name and Corporate Seal

By:

Ronald L. Brown
Signature

RONALD L. BROWN
Print Name
President

Title

Attest:

R. Scott Little
Signature

R. SCOTT LITTLE
Title
Asst. Secretary

SURETY

Hartford Accident and Indemnity Company

Surety's Name and Corporate Seal

Debra S. Ritter
Signature (Attach Power of Attorney)

Debra S. Ritter
Print Name

Attorney-in-Fact
Title

Attest:

Sam Ritter
Signature

Sam Ritter
Title
Witness

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

Must Be Submitted With Bid

List of Subcontractors

In compliance with the Instructions to Bidders, the undersigned submits the following names of Subcontractors to be used in performing the Work for the **Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP.**

Bidder certifies that all Subcontractors listed are eligible to perform the Work. The use of Subcontractors listed by Bidder, unless objected to by Owner prior to the Notice of Award, will be required in the performance of the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
HVAC	NIA
PLUMBING	NIA
ELECTRICAL	NIA
CCTU	PIPE PROS
FENCE	PENTACLE
ASPHALT	TRULL CON.
CLEARING	SANDERS CON.
HULLING	BUFFKIN
EROSION CONTROL	SOGGY BOTTOM

NOTE: This form shall be submitted with the Bid in accordance with the Instructions to Bidders.


Bidder's Signature **RONALD L. BROWN**
President

Must be Submitted With Bid

Commercial Non-Discrimination Certification

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to
Canterwood Drive and 911 Georgetown SDIP

Bidder hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed Bid, Bidder has considered all bids and proposals submitted from qualified, potential Subcontractors and Suppliers, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
3. Without limiting any other remedies that Owner may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Owner to reject the Bid submitted with this certification, and terminate any Contract awarded based on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance and shall subject Bidder to any remedies allowed thereunder, including possible disqualification from participating Owner's contracts or Bid processes for up to two years.
4. As a condition of contracting with Owner, Bidder agrees to promptly provide to Owner all information and documentation that may be requested by Owner from time to time regarding the solicitation and selection of Subcontractors and Suppliers in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for Owner to reject the Bid and any Contract awarded on such Bid. It shall also constitute a violation of Owner's Commercial Non-Discrimination Ordinance, and shall subject Bidder to any remedies that are allowed thereunder.
5. As part of its bid, Bidder shall provide to Owner a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its Subcontractors or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid, Bidder agrees to comply with Owner's Commercial Non-Discrimination Policy as described in Chapter 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

STATE UTILITY CONTRACTORS, INC

Bidder



Signature of Company's Authorized Official

9-28-2021

Date

RONALD L. BROWN

Print Name President

Title

Must be Submitted With Bid

Debarred Firms

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Project

STATE UTILITY CONTRACTORS, INC

The undersigned hereby certifies that the firm of _____ has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment of any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

STATE UTILITY CONTRACTORS, INC

Bidder

ATTEST

R. Scott Little

R. SCOTT LITTLE
Asst. Secretary



Ronald Brown

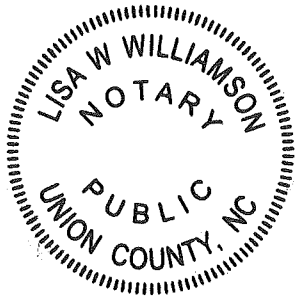
SIGNATURE OF AUTHORIZED OFFICIAL

RONALD L. BROWN
President

TITLE

Sworn and subscribed before me this
28th day of *Sept.*, 20*21*.

Lisa W Williamson
NOTARY PUBLIC



My commission expires: *9-5-2026*

Must be Submitted With Bid

Non-Collusive Affidavit

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP
Bidder: STATE UTILITY CONTRACTORS, INC
State of: North Carolina
County of: Union

Ronald L. Brown being first duly sworn, deposes and says that:

- (1) They are the President, (Owner, Partner, Officer, Representative, or Agent) of STATE UTILITY CONTRACTORS, INC, Bidder that has submitted the attached Bid;
(2) They are 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 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; 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 Owner, or any person interested in the proposed Work;
(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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

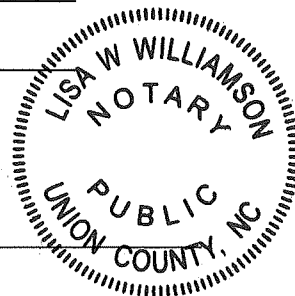
BY Ronald L. Brown
ITS President
(Title)

Subscribed and sworn to before me
RB 28th
this 28th day of Sept., 2021.

Lisa W Williamson
Notary Public

Notary Public:

My commission expires 9-5-2026



Must be Submitted With Bid

E-Verify Certification

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

This E-Verify Certification is provided to Owner by Contractor as a prerequisite to Owner considering Contractor for award of Contract.

1. Contractor understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of newly hired employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements"). Section 126-7.1 of the North Carolina General Statutes requires state agencies to verify their employees' work statuses through E-Verify.
 - c. North Carolina General Statute 160A-20.1(b) prohibits Owner from entering into contracts unless Contractor and all Subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for Contract, Contractor certifies that:
 - a. If Contractor has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Contractor has complied and will comply with the E-Verify Requirements with respect to Contractor's employees working in North Carolina; and
 - b. Regardless of how many employees Contractor has working in North Carolina; Contractor will take appropriate steps to ensure that each Subcontractor performing work on the Contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.
3. Contractor acknowledges that Owner will be relying on this Certification in entering into the Contract, and that Owner may incur expenses and damages if Owner enters into the Contract with Contractor and Contractor, or any Subcontractor, fails to comply with the E-Verify Requirements. Only in the manner and to the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. § 143-291, et seq., and without waiver of its sovereign immunity, Contractor agrees to indemnify and save Owner harmless from and against all losses, damages, costs, expenses obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Contractor or any of its Subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

STATE UTILITY CONTRACTORS, INC

Contractor

Ronald L. Brown
Signature of Contractor's Authorized Official

RONALD L. BROWN

Print Name **President**

28 RB
9-28-2021
Date

Title

Must be Submitted With Bid

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Bidder: STATE UTILITY CONTRACTORS, INC

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

RONALD L. BROWN
Print Name President

Title

Ronald L Brown
Signature 28 RB
 9-~~28~~-2021

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

Print Name

Signature

Title

Date

Must be Submitted With Bid

Byrd Anti-Lobbying Certification

Project: Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATE UTILITY CONTRACTORS, INC (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

RONALD L. BROWN
Print Name President
Ronald Brown
Authorized Signature

P.O. Box 5019
Address
Monroe, NC 28111-5019
City / State / Zip

9-28-2021
Date
RB 28

Charlotte Water
Byrd Anti-Lobbying Certification

Must be Submitted With Bid

Contractor Safety Assessment

Upper Little Sugar Creek Replacement Sewer – Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown SDIP

Project

1. Bidder Information:

Company Name: STATE UTILITY CONTRACTORS, INC
On-Site Representative: Dale Schmidt / Justin Collins Phone #: (704) 289-6400
Email: dale@sucontractors.com / jcollins@sucontractors.com
Safety Representative: Jason Walker Phone #: (704) 289-6400
Email: jwalker@sucontractors.com

2. Safety-Program Documentation: (check off the items that apply)

	Yes	N/A
• Does your company have a written safety and health program that is available upon request?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Are your employees current on all applicable safety-related training?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Attached to the Bid, provide copies of your OSHA annual summary (Form 300A) for the past 3 years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Attached to the Bid, provide copies of any OSHA citations or violations for the past 3 years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Provide your company's NAICS* code.	237110	
	Year	DART Rate**
• What is your company's DART incidence rate for the past 3 years?	2020 2019 2018	1.85 1.99 1.67
• What is your industry's DART incidence rate for the past 3 years?	2020 2019 2018	1.99 2.3 2.2

*NAICS - North American Industrial Classification System – If you need assistance with this information, please refer to the Bureau of Labor Statistics (BLS) website at www.bls.gov or contact a safety consultant.

**DART Rate – If any one of the past three-year DART incidence rate exceeded the industry average, please attach to the Bid an explanation as to why, as well as, company's DART incidence rate for the past five years.

3. Subcontractors

Subcontractors are required to have the same information available upon Owner's request. Do not provide copies of Subcontractor's information.

4. Sign and date the form:

Authorized Signature:

Ronald L. Brown

RONALD L. BROWN

Print Name:

President

Date:

28 RB

9-~~28~~-2021

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
 Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
60	31
(K)	(L)

Injury and Illness Types

Total number of . . .	(4) Poisonings	0
(1) Injuries	4	
(2) Skin disorders	0	0
(3) Respiratory conditions	0	0
	(5) Hearing loss	
	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-364H, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name State Utility Contractors, Inc
 Street 4417 Old Charlotte Highway
 City Monroe State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
Water Sewer Infrastructure
 Standard Industrial Classification (SIC), if known (e.g., 3715)
 OR _____
 North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 192
 Total hours worked by all employees last year 432144

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Donald R. . . . Title RESIDENT
 Company executive
 Phone 704-289-6400 Date 1 / 18 / 21

Save Input

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0." Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of cases other recordable cases
0	0	4	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	215
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injuries	(4) Poisonings	(2) Skin disorders	(5) Hearing loss	(3) Respiratory conditions	(6) All other illnesses
5	0	0	0	0	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Establishment Information

Your establishment name State Utility Contractors, Inc
 Street 4417 Old Charlotte Hwy
 City Charlotte State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
Water Sewer Infrastructure Construction
 North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)
 Annual average number of employees 168
 Total hours worked by all employees last year 400588

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Bob Pina Title PRESIDENT
 Company executive
 Phone 104.287.6400 Date 1/27/2020



OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	56
(K)	(L)

Injury and Illness Types

Total number of ... (M)	(3)	(4) Poisonings	0
(1) Injuries	0	(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 54 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name State Utility Contractors, Inc
 Street 4417 Old Charlotte Hwy
 City Monroe State NC Zip 28110
 Industry description (e.g., *Manufacture of motor truck trailers*)
water Sewer Infrastructure Construction
 North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)
 Annual average number of employees 179
 Total hours worked by all employees last year 359270

Sign here

Knowingly falsifying this document may result in a fine.
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
[Signature] Title RESIDENT
 Company executive
 Phone 704-289-6400 Date 1/7/19

Save Input

License Year

2021

License No.

17793

North Carolina

Licensing Board for General Contractors

This is to Certify That:

State Utility Contractors, Inc.
Monroe, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2021

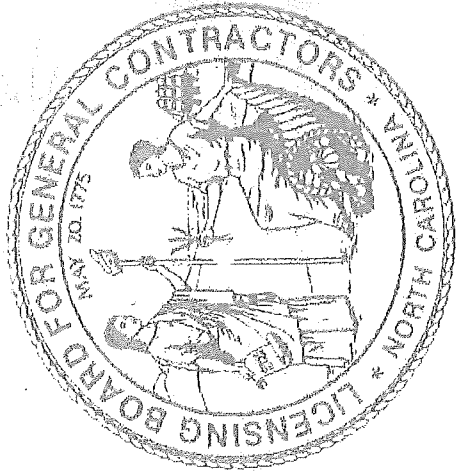
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2021

This certificate may not be altered.



[Signature]

Chairman

[Signature]

Secretary-Treasurer

STATE UTILITY CONTRACTORS, INC.
UNANIMOUS WRITTEN CONSENT TO INFORMAL
ACTION OF THE BOARD OF DIRECTORS WITHOUT MEETING

The undersigned, being all of the members of the Board of Directors of State Utility Contractors, Inc., a North Carolina corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of Section 55-29 of the North Carolina General Statutes, do hereby waive any and all requirements for the holding of a meeting or meetings of the Board of Directors of the Corporation and do hereby take the following action and adopt the following preambles and resolutions by signing our written consent hereto:


WHEREAS, the Board of Directors of the Corporation deems it desirable and practical to conduct the day-to-day operations of the Corporation in an efficient manner and without an undue number of meetings and consultation, and

WHEREAS, the corporate charter and by-laws require the President and such other officers as are required or deemed appropriate to sign certain official documents on behalf of the Corporation.

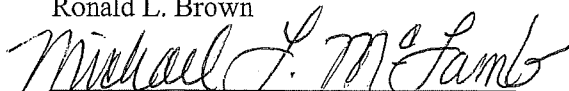
NOW, THEREFORE, BE IT RESOLVED that the President of the Corporation be, and he is hereby authorized and directed to take such action and sign such documents as he deems appropriate and prudent to conduct the operations of the Corporation in an efficient manner. Such direction includes, but is not necessarily limited to, entering into and executing contracts; entering into and executing loans from banks or other financial institutions or individuals; overseeing investment of cash funds; buying and selling, leasing or renting equipment and supplies; entering into and executing contracts for insurance of any and all nature necessary; and entering into and executing such other contracts as may be appropriate to the efficient and prudent operations of the Corporation.

AND, we do hereby unanimously consent to all of the action described in the foregoing preambles and resolution and that said action and resolution shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation and that this document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation.

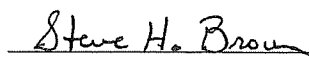
WITNESS, our hands and seals, this action to be effective as of the 1st day of May 2020.



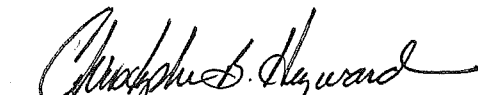
Ronald L. Brown



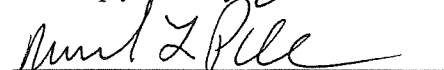
Michael L. McLamb



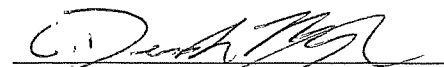
Steve H. Brown



Christopher B. Heyward



Michael L. Paluso



C. Derrick Morgan

Must be Submitted With Bid

CORPORATE AUTHORITY TO EXECUTE BID AND AGREEMENT

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors on the Corporation authorizing an officer of the Corporation to execute both the Bid and the Agreement contained within the Contract Documents on behalf of the Corporation.

Must be Submitted With Bid



Bidder shall insert applicable CBI Forms provided in Section 00250 – Charlotte Business INclusion Program following this page with their bid.



CBI FORM 1: Intent to Perform Contract with Own Workforce

Affidavit of NIA
(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 the Bidder's own current work forces; and

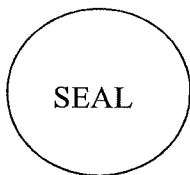
The Bidder agrees to provide any additional information or documentation requested by the City of Charlotte in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize certified Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises, 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 _____ County of _____

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

Notary Public _____

CHARLOTTE BUSINESS INCLUSION PROGRAM



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 1 of 2)

This form **MUST** be submitted at the time of Bid Opening.

Failure to properly complete and submit Form 3 at the time of Bid Opening constitutes grounds for rejection of the Bid.
Copy this CBI Form 3 as needed.

Per Part B, Section 3 and Part C, Section 3 of the CBI Policy, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding MBEs and SBEs, and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**. The City will give Bidders credit toward meeting the Subcontracting Goals for those MWSBEs submitted **within twenty-four (24) hours of the Bid Opening**.

For Construction Contracts under \$500,000, MWSBEs must satisfy the requirements of Part B, Section 3 of the CBI Policy in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal and must list themselves below along with their projected utilization amount.

Bidder Name:	STATE UTILITY CONTRACTORS, INC		
Project Name:	Upper Little Sugar Creek Replacement Sewer Phase 2 and Phase 3 from Bilmark Avenue to Canterwood Drive and 911 Georgetown Storm Drainage Improvement Project		
Project Number:	Phase 2 7030250014-17-510 Phase 3 7030250014-18-528		
Established MBE Goal:	2.00%	Established SBE Goal:	7.00%

List below all **MBEs and/or SBEs (Non-Hauling Services)** that you intend to use on this Contract.

NOTE: You will only receive credit for SBEs that are currently certified with the City as of the Bid Opening Date. Furthermore, you will only receive credit for MBEs that are registered with the City as of Bid Opening Date.

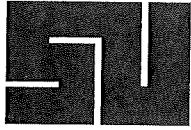
MBE/SBE Vendor Name (Non-Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
PIPE PROS		✓	CCTU			22,400 ⁰⁰
PENTACLE		✓	FENCE			26,000 ⁰⁰
TRULL CONTRACTING		✓	ASPHALT			277,000 ⁰⁰
SANDERS CONSTRUCTORS		✓	CLEARING			135,000 ⁰⁰

For all hauling services on this Contract, list below all MBEs, WBEs, and SBEs that you intend to provide such work and the Total Projected Utilization (\$).

MBE/SBE Vendor Name (Hauling Services)	MBE	SBE	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization (\$)
BUFFKIN TRUCKING	✓		HAULING			149,000 ⁰⁰
PREMIERE CONCRETE		✓	CONCRETE		60,000 ⁰⁰	221,000⁰⁰ SL
SOGGY BOTTOM		✓	EROSION CONTROL			10,000 ⁰⁰

Total Subcontractor / Supplier Utilization (including MBEs and SBEs, and Non-MWSBEs)	\$ 2,000,000 ⁰⁰
Total MBE Utilization	\$ 149,000 ⁰⁰
Total SBE Utilization	\$ 530,400 ⁰⁰
Total MSBE Utilization	\$ 679,400 ⁰⁰
Total Bid Amount (including Contingency)	\$ 7,342,390 ⁶⁵
Percent MBE Utilization* (Total MBE Utilization divided by Total Bid Amount)	2.03 %
Percent SBE Utilization* (Total WBE Utilization divided by Total Bid Amount)	7.22 %
Percent MSBE Utilization* (Total SBE Utilization divided by Total Bid Amount)	9.25 %

* The Utilization percentage stated **MUST** be rounded to (2) decimal places.



STATE UTILITY CONTRACTORS, INC.

P.O. BOX 5019 - MONROE, N.C. 28111-5019 (704) 289-6400 FAX (704) 282-0590

<u>Vendor Name</u>	<u>Description of Work / Materials</u>
Vulcan Materials	Stone Supply
Martin Marietta	Stone Supply
Core and Main	Material Supply
Fortiline Waterworks	Material Supply
Ferguson Waterworks	Material Supply
Consolidated Pipe	Material Supply
US Pipe	Material Supply
Concrete Pipe and Precast	Material Supply
Tindall	Material Supply
Dellinger Precast	Material Supply
Concrete Supply Company	Concrete Supply
Thomas Concrete	Concrete Supply
Lane	Asphalt Supply
Ferebee	Asphalt Supply
Blythe	Asphalt Supply



CBI FORM 3: Subcontractor / Supplier Utilization Commitment (Page 2 of 2)

List below all **non-MWSBE (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code	Vendor #	Projected Utilization (if known) (\$)
SEE ATTACHED				

Letters of Intent submitted upon notice from the City

Per Part B, Section 3.6 and Part C, Section 2 of the CBI 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), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each MBE, WBE, and/or SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by each MBE, WBE, and/or SBE and the Bidder. The City shall not count proposed MBE, WBE, and/or SBE utilization for which it has not received a Letter of Intent by this deadline. Per Part B, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the established Subcontracting Goal(s). In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged for providing a Commercially Useful Function by the MBE, WBE, and/or SBE towards the established Subcontracting Goal(s). The Bidder is still obligated to pay the MBE, WBE, and/or SBE the full amount listed on the Contract with the MBE, WBE, and/or SBE regardless of what percentage is actually counted towards the MBE, WBE, and/or SBE goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of MBE, WBE, and/or SBE participation proposed on this **CBI Form 3** (and **CBI Form 3A**, if applicable) throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a MBE, WBE, and/or SBE, you must comply with Part D, Section 5.
- 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 being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MBE, WBE, and/or SBE you add subsequent to contract award.

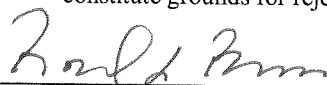
All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Signature

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

- (a) It has complied with all provisions of the CBI Policy; and,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your bid.



 Signature of Authorized Official

RONALD L. BROWN
 President

 Printed Name Title

28 RB
 9-21-21

 Submittal Date