

## Addendum No. 1

Date: *May 15, 2023*

Solicitation Number: *FY23-ITBCON-35*

Title: *Franklin Water Treatment Plant Clearwell Improvements*

Issued by: *Mike Benchich*  
*mbenchich@hazenandsawyer.com*

Bidders should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may result in the bid not being considered.

All Bidders are responsible for monitoring CLTWater's Contracting Opportunities website ([Invitation to bid \(ITB\) - City of Charlotte \(charlottenc.gov\)](http://charlottenc.gov)) for additional changes or clarifications.

### **Modifications to the Invitation to Bid:**

#	ITB Section # and Name	Page and Paragraph	Modification
1	C-111 (Formal) Advertisement	Advertisement for Bids	<p><b>BID OPENING RESCHEDULED</b></p> <p><b>NEW BID OPENING DATE:</b></p> <p><b>JUNE 15, 2023, at 2PM (Local Time)</b></p> <p><b>The Advertisement for Bids is hereby modified to-</b></p> <p>Sealed Bids for the construction of the Franklin Water Treatment Plant Clearwell Improvements will be received, by the Contracts Administration Section of Charlotte Water in the First Floor Conference Room located at 5100 Brookshire Boulevard, Charlotte, NC 28216 until <b>2:00 P.M.</b> local time on <b>June 15, 2023</b>, at which time the Bids received will be publicly opened and read.</p>

2	C-250, Charlotte Business Inclusion Program	CHARLOTTE BUSINESS INCLUSION (CBI) PROGRAM pgs. 1 – 20	<p>Section C-250 is hereby revised and replaced in its entirety with the attached Form C-205 (Revised)</p> <p>Project Subcontracting Goal – MWSBE 6.0%</p>
3	C-800 Supplementary Conditions, Article 4 – COMMENCEMENT AND PROGRESS OF WORK , 4.05 – Delays in Contractor’s Progress	Pg. 1 of 8	<p>Supplementary Conditions, Article 4 is hereby modified and inserted to state –</p> <p>“SC-4.05      <i>Delays in Contractor’s Progress</i></p> <p>SC-4.05      Add the following after Paragraph 4.05.G:</p> <p>H.      Abnormal Weather Conditions</p> <p>1.      The following conditions warrant consideration as abnormal weather:</p> <p>    a.      Daily rainfall exceeding 0.50” on an authorized workday, or one day prior, shall warrant consideration of possible additional abnormal weather day(s) or “mud day(s).”</p> <p>    b.      Abnormal weather days for other weather-related conditions such as temperature extremes, snowfall/ice accumulation, high winds, etc. shall be granted at the sole discretion of the Charlotte Water Project Manager and the Engineer.</p> <p>2.      At the Owner’s sole discretion, there may be a Project site-specific rain gauge installed to measure daily rainfall amounts for the purpose of recording abnormal weather days. Otherwise, the Contractor shall obtain weather data during construction and maintain weather records using the closest U.S. Geological Survey/National Weather Service (USGS/NWS) precipitation gage (gage) to the Project site. A list and map of USGS/NWS gages may be found at the following</p>

		<p>website:  <a href="https://nc.water.usgs.gov/realtime/rainfall.php">https://nc.water.usgs.gov/realtime/rainfall.php</a>.  The closest USGS/NWS gage for this project is CRN-05. If data is unavailable at CRN-05, the Engineer will determine the closest USGS/NWS gage in terms of straight-line distance from the Project site, with available data, which shall govern as the reputable source.</p> <p>3. No claims for an extension of Contract Time shall be considered unless: (1) An abnormal weather condition has occurred, (2) the critical path of the construction schedule was negatively impacted by the abnormal weather condition, (3) the number of observed abnormal weather days exceeds the monthly anticipated total as indicated in the table below, or (4) the weather impact is applicable to the work being performed or planned (e.g., work performed in an enclosed building may not be impacted by weather).</p> <p>4. The Contractor shall share weather data for discussion on a weekly basis with Engineer's Resident Project Representative and Charlotte Water's Project Manager and/or Construction Inspector, and if warranted, shall submit a Change Proposal for an extension of Contract Time to the Engineer monthly. The Change Proposal shall include relevant weather data to substantiate the request as well as a list of critical path work activities planned for the requested abnormal weather day(s) to ensure that the work itself and the critical path were impacted by the abnormal weather. Approved increases in Contract Time will be based on a comparison with the table below for the entire month. Partial months at the beginning and ending of the Contract Time will be prorated proportionally.</p> <p><b>MONTHLY ANTICIPATED ABNORMAL WEATHER DAYS INCLUDED IN THE CONTRACT TIME</b>  <b>(BASED ON CALENDAR DAYS)</b></p> <table border="1"> <thead> <tr> <th>JAN</th> <th>FEB</th> <th>MAR</th> <th>APR</th> <th>MAY</th> <th>JUN</th> <th>JUL</th> </tr> <tr> <th></th> <th>AUG</th> <th>SEP</th> <th>OCT</th> <th>NOV</th> <th>DEC</th> <th></th> </tr> </thead> <tbody> <tr> <td>7</td> <td>6</td> <td>7</td> <td>5</td> <td>6</td> <td>5</td> <td>6</td> </tr> <tr> <td></td> <td>7</td> <td>4</td> <td>4</td> <td>6</td> <td>6</td> <td></td> </tr> </tbody> </table> <p>5. Abnormal weather conditions occurring on holidays, Saturdays, or Sundays are included in</p>	JAN	FEB	MAR	APR	MAY	JUN	JUL		AUG	SEP	OCT	NOV	DEC		7	6	7	5	6	5	6		7	4	4	6	6	
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			<p>the anticipated abnormal weather days table above. The Contractor shall take into consideration these monthly anticipated abnormal weather days when submitting their Bid, and therefore these calendar days are included in the Contract Time, identified in the bid documents, and agreed to at the time of contract execution. Abnormal weather occurring on holidays, Saturdays, or Sundays shall not be included in considerations of granting additional abnormal weather days. Only "mud days" shall be considered in this case in accordance with the parameters defined above.</p> <p>6. The Engineer will consider special conditions caused by abnormal weather or by continuing adverse weather patterns on a case-by-case basis. The Engineer shall respond to the contractor within 30 calendar days of receipt of the Change Proposal.</p> <p>7. Efficiencies gained as a result of favorable weather within a calendar month, where the number of observed abnormal weather days is less than anticipated, shall contribute to the project float and shall not affect the Contract Time."</p>
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----- END OF ADDENDUM NO. 1 -----

The below listed attachments follow:

- **C-111 (FORMAL) Advertisement – Franklin Water Treatment Plant Clearwell Improvements**
- **C-250 Charlotte Business Inclusion (CBI) Program (REVISED)**
- **C-800 Supplementary Conditions – Article 4 Insert**

**Charlotte Water  
Charlotte, NC**

**Franklin Water Treatment Plant Clearwell Improvements**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Franklin Water Treatment Plant Clearwell Improvements** will be received, by the Contracts Administration Section of Charlotte Water in the First Floor Conference Room located at 5100 Brookshire Boulevard, Charlotte, NC 28216 until **2:00 P.M.** local time on **June 15, 2023**, at which time the Bids received will be publicly opened and read. The Project consists of installation of large diameter (72 to 120 inch) pipes, valves and fittings at the Franklin Water Treatment Plant Clearwells.

As a courtesy, the public may also view the bid opening via Microsoft Teams by calling 1-872-256-4172 (Phone Conference ID: 604 765 849#) or by clicking the following link:

[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting\\_ZTBkYTk0YjYtYTk0Yi00NGFiLThNjltNmM5ZjhmNmFiOGJm%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25223392a0ee-6ccb-49c5-94b5-f5e6d8a665d6%2522%252c%2522Oid%2522%253a%25226db06410-0fe0-4b39-911d-b457529f31d9%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=a0814b6c-ef85-4921-9f9c-6b9daa5b9d0a&directDL=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting_ZTBkYTk0YjYtYTk0Yi00NGFiLThNjltNmM5ZjhmNmFiOGJm%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25223392a0ee-6ccb-49c5-94b5-f5e6d8a665d6%2522%252c%2522Oid%2522%253a%25226db06410-0fe0-4b39-911d-b457529f31d9%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=a0814b6c-ef85-4921-9f9c-6b9daa5b9d0a&directDL=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true)

CLTWater is not responsible for technical difficulties experienced by those attending via Teams because this option is a courtesy for the public.

Anyone attending the bid opening in-person must adhere to the following:

- a. Individuals experiencing COVID symptoms should find a replacement to attend the bid opening.
- b. Attendees should adhere to any special directions regarding seating or other requirements as stated by the Procurement Officer.

The Issuing Office for the Bidding Documents is:

Hazen and Sawyer

9101 Southern Pine Blvd.

Charlotte, NC 28273

Contact: Michael Benchich / Email: [mbenchich@hazenandsawyer.com](mailto:mbenchich@hazenandsawyer.com)

Cost: \$250

Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office.

Owner complies with the Americans with Disabilities Act and will provide Bidding Documents in alternative format upon a 72-hour written request. Reasonable accommodations and auxiliary aids will also be provided upon a 72-hour written request.

Addenda, clarifications, and all other related information will be posted on Charlotte Water's Vendor and Contractor Opportunities website at [charlottewater.org](http://charlottewater.org). Prospective Bidders are responsible for checking the Charlotte Water website to obtain the latest information.

A pre-bid conference and site visit will be held in-person at **2:00 P.M.** local time on **May 17, 2023**, at **Charlotte Water** located in the First Floor Conference Room located at 5100 Brookshire Boulevard, Charlotte, NC 28216. The Franklin Water Treatment Plant site visit will be held immediately following

the pre-bid meeting. Attendance at the pre-bid conference is highly encouraged but is not mandatory. A photo ID is required to attend the meeting.

Pre-bid meeting attendees will not be granted access to view the Franklin Water Treatment Plant beyond the scheduled site visit meeting time.

Anyone attending the pre-bid meeting in-person in accordance with Section 1 must adhere to the following:

- a. Individuals experiencing COVID symptoms should find a replacement to attend the pre-bid meeting.
- b. Attendees should adhere to any special directions regarding seating or other requirements as stated by the Procurement Officer.

Bid security shall be furnished in accordance with Article 8 of the Instructions to Bidders.

The City provides equal opportunity and encourages small business participation in contracts. The Minority Business Enterprise (MSBE) Established Goal for this project has been set at 6.00%. For questions concerning M/SBE participation on this project, or to obtain copies of the CBI policy, call 704-336-4138 or visit [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

This project contains sensitive information as defined by Charlotte Water. Therefore, all companies (i.e. General Contractors, Electrical Subcontractors, vendors, equipment manufacturers, etc.) interested in Bidding on this Project must complete and submit an Information Security Agreement. This form is available at [charlottewater.org](http://charlottewater.org). If your firm has submitted this form within the past five years, there is no need to resubmit.

North Carolina laws and regulations apply.

The right is reserved to reject any or all bids.

This advertisement was issued on May 5, 2023.

+ + END OF ADVERTISEMENT FOR BIDS + +

In Section C-800, Article 4, **add** the following:

“SC-4.05 *Delays in Contractor’s Progress*

SC-4.05 Add the following after Paragraph 4.05.G:

H. Abnormal Weather Conditions

1. The following conditions warrant consideration as abnormal weather:
  - a. Daily rainfall exceeding 0.50” on an authorized workday, or one day prior, shall warrant consideration of possible additional abnormal weather day(s) or “mud day(s).”
  - b. Abnormal weather days for other weather-related conditions such as temperature extremes, snowfall/ice accumulation, high winds, etc. shall be granted at the sole discretion of the Charlotte Water Project Manager and the Engineer.
2. At the Owner’s sole discretion, there may be a Project site-specific rain gauge installed to measure daily rainfall amounts for the purpose of recording abnormal weather days. Otherwise, the Contractor shall obtain weather data during construction and maintain weather records using the closest U.S. Geological Survey/National Weather Service (USGS/NWS) precipitation gage (gage) to the Project site. A list and map of USGS/NWS gages may be found at the following website: <https://nc.water.usgs.gov/realtime/rainfall.php>. The closest USGS/NWS gage for this project is CRN-05. If data is unavailable at CRN-05, the Engineer will determine the closest USGS/NWS gage in terms of straight-line distance from the Project site, with available data, which shall govern as the reputable source.
3. No claims for an extension of Contract Time shall be considered unless: (1) An abnormal weather condition has occurred, (2) the critical path of the construction schedule was negatively impacted by the abnormal weather condition, (3) the number of observed abnormal weather days exceeds the monthly anticipated total as indicated in the table below, or (4) the weather impact is applicable to the work being performed or planned (e.g., work performed in an enclosed building may not be impacted by weather).
4. The Contractor shall share weather data for discussion on a weekly basis with Engineer’s Resident Project Representative and Charlotte Water’s Project Manager and/or Construction Inspector, and if warranted, shall submit a Change Proposal for an extension of Contract Time to the Engineer monthly. The Change Proposal shall include relevant weather data to substantiate the request as well as a list of critical path work activities planned for the requested abnormal weather day(s) to ensure that the work itself and the critical path were impacted by the abnormal weather. Approved increases in Contract Time will be based on a comparison with the table below for the entire month. Partial months at the beginning and ending of the Contract Time will be prorated proportionally.

MONTHLY ANTICIPATED ABNORMAL WEATHER DAYS INCLUDED IN THE CONTRACT TIME (BASED ON CALENDAR DAYS)											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	6	7	5	6	5	6	7	4	4	6	6

5. Abnormal weather conditions occurring on holidays, Saturdays, or Sundays are included in the anticipated abnormal weather days table above. **The Contractor shall take into consideration these monthly anticipated abnormal weather days when submitting their Bid, and therefore these calendar days are included in the Contract Time, identified in the bid documents, and agreed to at the time of contract execution.** Abnormal weather occurring on holidays, Saturdays, or Sundays shall not be included in considerations of granting additional abnormal weather days. Only "mud days" shall be considered in this case in accordance with the parameters defined above.
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7. Efficiencies gained as a result of favorable weather within a calendar month, where the number of observed abnormal weather days is less than anticipated, shall contribute to the project float and shall not affect the Contract Time."



### CHARLOTTE BUSINESS INCLUSION (CBI) PROGRAM

The City of Charlotte has a long history of creating and implementing strategies to support and encourage local business growth. The Charlotte City Council has adopted the Charlotte Business INclusion Policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority-Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises (MWSBEs) located in the CSA, Charlotte Combined Statistical Area\*.

A complete list of City of Charlotte certified Small Business Enterprises (SBEs) and City of Charlotte registered Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) (SBE, MBE, and WBE, collectively MWSBE) is available on the City's website at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)

## **Project Subcontracting Goals:** **MWSBE Goal<sup>1, 2, 3</sup>: 6%**

\* The Charlotte CSA consists of the following 13 counties:

In NC: Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union

In SC: Chester, Lancaster, and York

MBE, WBE, and SBE references throughout this document and CBIForms 1-6 refers to MBE, SBE, and WBE Subcontracting Goals. The information in the Subcontracting Goal box above will supersede any general references in this document.

<sup>1</sup>The MBE Goal established for this project can only be met with City of Charlotte registered MBEs that have been certified as a **Historically Underutilized Business** by the State of North Carolina who have an ethnic designation of:

- African American
- Hispanic
- Native American

<sup>2</sup>The WBE Goal established for this project can only be met with City of Charlotte registered WBEs that have been certified as a **Historically Underutilized Business** by the State of North Carolina.

<sup>3</sup>SBE Goal established for this project can only be met with City of Charlotte Certified SBEs.

**Section 00250 – CHARLOTTE BUSINESS INCLUSION PROGRAM****1. APPLICATION:**

The City's Charlotte Business INclusion (CBI) Policy is incorporated into and made a part of this solicitation and the resulting contract (the "Contract"). Copies of the CBI Policy may be obtained by:

*Internet:*     [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)

*Mail:*           Charlotte Business INclusion Office  
600 East Fourth Street, 9<sup>th</sup> Floor  
Charlotte, North Carolina 28202

Capitalized terms used in this document shall have the meanings set forth in Part A, Appendix 1 of the CBI Policy. Each reference to "you" or "your" in these provisions refers to any entity that submits a bid, proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

For this solicitation, the CBI Policy requires that you either (a) meet the established Subcontracting Goal, as listed on the first page of this document; or (b) comply with the Good Faith Efforts and Good Faith Negotiation requirements referenced in Section 3 below. ***Failure to comply with the CBI Policy in the bid phase constitutes grounds for rejection of your Bid. Failure to comply after the contract award may result in the assessment of damages and/or termination of your contract.***

**2. SUBCONTRACTING GOALS:**

You must submit your proposed MBE, WBE, or SBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing all subcontractors and suppliers that will be providing goods or services.

**MBE or WBE established Goals can only be met with the City of Charlotte registered MBEs and WBEs that have been certified as a Historically Underutilized Business by the State of North Carolina.**

**SBE established Goals for this project can only be met with City of Charlotte certified SBEs.**

CBI Form 3 MUST be submitted within twenty-four (24) hours after bid opening. Failure to submit CBI Form 3 within twenty-four (24) hours of bid opening shall constitute grounds for rejecting the Bid. All bidders must submit their proposed goal commitment at the time of Bid.

Bidders must state the projected dollar amount for each MBE, WBE or SBE firm listed on their CBI Form 3 and indicate the total dollar value of participation for the contract. In the event the bidder has no MWSBE participation, the bidder is still required to indicate this on CBI Form 3 by entering the word or number zero. Blank forms will be deemed to represent zero participation.

The City will only give Bidders credit towards the established Subcontracting Goal that:

- a. Is listed on CBI Form 3 submitted within twenty-four (24) hours of bid opening; and
- b. Is listed on CBI Form 3A (when applicable); and

- c. Is documented by CBI Form 4 (CBI Letter of Intent) which is submitted to the City within three (3) Business Days after the City requests it; and
- d. Meets all of the requirements of Part B Section 3 of the CBI Policy.

NOTE: MWSBEs listed on CBI Form 3 must be actively certified/registered with the City of Charlotte as of bid date and must be performing a Commercially Useful Function as defined in Part A of the CBI Policy.

Bids submitted that do not have the above required MWSBE information indicated on CBI Form 3 constitutes grounds for the Bid to be considered non-responsive and rejected.

The established Subcontracting Goal will represent the total dollars to be spent with MBEs, WBEs, or SBEs as a portion of the total bid amount, **which includes Contingency and excludes Allowances**. The MBE, WBE, or SBE percentage will be rounded to two decimal places. As an example, if the MBE percentage is 3.571, it should be listed as 3.57%, or if it is 3.578, it should be listed as 3.58%. The percentage will not be rounded to the next "whole" number, i.e., 4%. A Bidder may round up if the third number after the decimal is a five (5) or greater.

In the event Alternates are selected by the City, the established Subcontracting Goal for this Contract will apply to the total contract amount, including Contingency, selected Alternates, and excluding Allowances ("Total Contract Amount"). If a low Bidder would meet the established Subcontracting Goal on the base bid amount, but would not meet the established Subcontracting Goal for the Alternates selected by the City, the Bidder will have three (3) days after the City notifies it of its low bid status to secure enough additional participation to meet the established Subcontracting Goal calculated on the Total Contract Amount. The low Bidder will be required to utilize CBI Form 3A to meet this requirement. This in no way exempts the bidder from the CBI requirements due at bid time.

If the Bidder fails to meet the established Subcontracting Goal, calculated on the Total Contract Amount, then the Bidder must earn the Minimum Good Faith Effort (GFE) Points and meet the Good Faith Negotiation requirements set forth in Part B, Sections 4 and 5 of the CBI Policy. GFE Points will be calculated, independently, for each Subcontracting Goal that is not met. For instance, if the Bidder fails to meet the MBE, WBE, or SBE Goal that was set, the bidder will have to earn the minimum GFE points for MBEs, WBEs, or SBEs.

If the Bidder fails to meet the MBE, WBE, or SBE Goal on the Total Contract Amount and fails to earn the required Good Faith Efforts points, the Bid will be rejected.

The City will request CBI Form 4 Letters of Intent if you are a finalist for contract award. You must submit a separate CBI Form 4 for each MWSBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if applicable) within three (3) Business Days after the City requests it.

### **3. GOOD FAITH EFFORTS and GOOD FAITH NEGOTIATION:**

**If two subcontracting goals are established for this Contract, then the Bidder must meet each goal. For example if a MBE goal and WBE goal are established, Bidder must meet the MBE goal and WBE goal. IF YOU DO NOT MEET THE ESTABLISHED SUBCONTRACTING GOALS, then you must earn the minimum good faith effort (GFE) points and meet the good faith negotiation requirements as set forth in Part B, Sections 4 and 5 of the CBI policy for the subcontracting goal that was not met.**

Detailed information of the City's Good Faith Efforts and Good Faith Negotiation requirements can be found in the CBI Policy, Part B, Sections 4 and 5. Failure to meet the Good Faith Efforts and Good Faith Negotiation requirements will constitute grounds for rejection of your Bid.

Documenting Good Faith Efforts. To demonstrate Good Faith Efforts (GFE) compliance, Bidders must complete and submit CBI Form 5: Good Faith Effort (GFE) and Statement of GFE Compliance. A minimum of fifty (50) GFE Points must be earned for each Subcontracting Goal not met. If more than one Subcontracting Goal is not met, then Bidders will be required to complete and submit a separate form for each unmet Subcontracting Goal.

CBI Form 5 lists GFEs and the number of points attainable for each type of Good Faith Effort. The City will request your Good Faith Effort (GFE) / Statement of GFE Compliance if you are an apparent low Bidder for contract award. You must submit CBI Form 5 and all supporting documentation within three (3) Business Days after the City requests it.

In deciding whether to award GFEs, the City will assess whether the efforts employed by the Bidder are those that a prime contractor would reasonably be expected to take if actively and aggressively trying to meet the established Subcontracting Goal for the Contract. This assessment will be made on a case-by-case basis taking all available facts into account. The focus will be on the likely effectiveness of the steps taken. Mere pro forma efforts will not be sufficient.

In awarding GFEs, the City may also take into account: (1) the Bidder's past performance in meeting Subcontracting Goals; and (2) the performance of other Bidders in meeting the established Subcontracting Goal on the Contract up for award. For example, when the apparent low Bidder fails to meet the established Subcontracting Goal, but other Bidders meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, the apparent low Bidder could have met the Subcontracting Goal.

It is important that you carefully review Part B, Sections 4 and 5 of the CBI Policy to understand and comply with all requirements. **All actions necessary to earn the required GFE Points must be undertaken prior to Bid Opening.** Failure to comply with the requirements set forth in this section shall constitute grounds for rejecting a bid.

### 3.1 MWSBE Contacts

To receive credit for GFE 5.3.1, MWSBE Contacts, at least ten (10) Days prior to Bid Opening, the Bidder must contact MWSBE firms in a manner reasonably calculated to meet the established Subcontracting Goal for the Contract. A MWSBE Vendor List can be located at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please refer to Part B, Section 5.3.1 of the CBI Policy regarding how these Contacts must be made and documented. Contacts are to be recorded on CBI Form 2: CBI Solicitation Form, which is submitted along with CBI Form 5, within three (3) Business Days after requested by the City.

### 3.2 Good Faith Negotiation

Bidders must negotiate in good faith with all interested MWSBE firms. Part B, Section 4 of the CBI Policy defines what negotiating in "Good Faith" means. Among other things, it means that if a MWSBE is low Bid on a contract for construction or the procurement of goods, then you must contract with that MWSBE unless it is not "Qualified" within the meaning of the CBI Policy.

3.3 MWSBE Assistance Organizations

To receive credit for GFE 5.3.4, Working with MWSBE Assistance Organization, the bidder must document that it worked with one of the following organizations, as described in Part B, Section 5.3.4 of the CBI Policy:

- Metrolina Minority Contractors Association (MMCA)
- Hispanic Contractors Association of the Carolinas (HCAC)
- United Minority Contractors of North Carolina (UMCNC)
- Carolinas Association of General Contractors (CAGC)

3.4 Self-Performance

A Bidder that intends to perform 100% of the work on a Contract with its own workforce may submit an affidavit (CBI Form 1) stating that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this contract with its own current workforces. In such event the Bidder shall not be required to comply with Part B, Section 5 of the CBI Policy. However, if the Bidder is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Bidder will not be performing all work under the Contract with its own workforce, then the City may reject the Bidder’s Bid for non-compliance with the CBI Policy.

**4. PROJECT DOCUMENTS / PLANS AND SPECIFICATIONS:**

To view the Plans and Specifications for this project, please visit <http://planroom.richa.com> for the Plan Holders list and contact information.

**5. MANDATORY SUBCONTRACTING REQUIREMENTS:**

Per Part B, Section 2.4 of the CBI Policy, City Council has the authority to establish mandatory subcontracting requirements for certain Contracts. The box checked below indicates whether such requirements have been established for this Contract:

- City Council has established a mandatory subcontracting requirement of xx.xx percent (%) for this Contract.
- City Council has not established a mandatory subcontracting requirement for this Contract.

**6. CBI POLICY PROVISIONS APPLICABLE AFTER CONTRACT AWARD:**

If you are awarded a Contract with the City, note in particular the following Part D Sections of the CBI Policy regarding Post Contract Award Requirements and activity:

- I. Compliance with the committed established Subcontracting Goal throughout Contract completion (Part D, Section 2)
- II. Performance of a Commercially Useful Function and affiliate status (Part D, Section 3)
- III. Terminating or Replacing an MWSBE on the Contract (Part D, Section 5)
- IV. New Subcontractor Opportunities (Part D, Section 6)
- V. Renewals (Part D, Section 7)
- VI. Payments to MWSBEs (Part D, Section 8)
- VII. Utilization Reports and Documentation of Payments (Part D, Section 9)
- VIII. Remedies and Liquidated Damages (Part D, Section 14)

**7. CBI CONTRACT PROVISIONS:**

The following provisions are incorporated into any Contract that may result from this solicitation.

Charlotte Business INclusion. The City has adopted a Charlotte Business INclusion Policy (“CBI Policy”), which is posted on the City’s website and available in hard copy form upon request to the City.

The parties agree that:

- I. The terms of the CBI Policy, as revised from time-to-time, together with all rules and guidelines established, are incorporated into this Agreement by reference; and
- II. A violation of the CBI Policy shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Policy, including but not limited to liquidated damages; and
- III. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City’s CBI Policy, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and
- IV. The remedies set forth in Part D, Section 14 of the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- V. The City will incur costs if the Contractor violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Policy.
- VI. The Contractor agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Policy.
- VII. Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

Remedies for Violation of CBI Policy. A violation of the CBI Policy by a Contractor shall constitute a material breach of the Contract, and shall entitle the City or private owner to:

- I. Exercise all rights and remedies that it may have at law or at equity for violation of the CBI Policy;
- II. Terminate the Contract for default;
- III. Suspend the Contract for default;
- IV. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;
- V. Assess liquidated damages as provided in Part D Section 14.2; and/or
- VI. Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Policy from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract.

The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur damages if the Contractor violates the CBI Policy in one or more of the ways set forth below, including, but not limited to, loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Policy. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

- I. Failure to Meet Committed Subcontracting Goal.** If the City determines upon completion or termination of a Contract that the Contractor did not meet a Committed Subcontracting Goal and that such failure is not otherwise excused under Part D of the CBI Policy, the City may assess the lesser of: (a) \$200,000 or (b) the dollar difference between the Committed Subcontracting Goal that was missed and the Contractor's actual utilization toward that Goal. Such amount may be assessed when it becomes apparent that it will not be possible for the Contractor to achieve the Committed Subcontracting Goal.
- II. Use of a Conduit.** If the Contractor lists a MWSBE to receive credit towards a Committed Subcontracting Goal with knowledge that the MWSBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) \$100,000 per incident; or (b) the dollar amount the Contractor indicated that it would pay such MWSBE in the MWSBE's contract (or if no contract has been signed, the MWSBE's Letter of Intent).
- III. Wrongful Termination or Replacement of MWSBE.** If the Contractor terminates or replaces a MWSBE in violation of the CBI Policy, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the terminated MWSBE at the time it was terminated (or if the MWSBE was not terminated because it was never retained, then the dollar amount that the Contractor indicated it would pay the MWSBE in the MWSBE's Letter of Intent).
- IV. Failure to Comply with CBI Policy Following Termination or Withdrawal of a MWSBE.** If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in replacing a MWSBE that is terminated or withdraws from work on a project, the City may assess the lesser of: (a) \$50,000 per incident or (b) the dollar amount of the work remaining to be performed by the MWSBE that withdrew or was terminated at the time of the termination or withdrawal.
- V. Failure to Comply with CBI Policy to Add New Subcontractors.** If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in adding new subcontractors to a Contract, or when the scope of work of a Contract changes so as to create a new MWSBE subcontracting opportunity, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the new or additional work.
- VI. False Statements and Misrepresentations.** If the Contractor makes a false statement or material misrepresentation or material misleading omission regarding any matter relevant to the CBI Policy (including but not limited to information relating to good faith efforts, MWSBE utilization, SBE certification/MWBE registration, or payments to MWSBEs), the City may assess the lesser of: (a) \$50,000 per incident; or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth.
- VII. Failure to Respond to Request for Information.** If the Contractor fails to provide any report, documentation, affidavit, certification or written submission required under the CBI Policy within the time period set forth therein, the City may assess \$40 per day for each day that such report, documentation or written submission is overdue.

**VIII. Seeking Credit for Use of An Affiliate to Meet the Committed Subcontracting Goal.** If the City finds a violation of Part D, Section 3 of the CBI Policy due to a Contractor seeking credit for utilizing a MWSBE that the City determines to be an Affiliate, the City may assess the lesser of: (a) \$75,000 per incident or (b) the dollar amount the Contractor counted towards its Committed Subcontracting Goal for that MWSBE.

**8. CBI FORMS:**

Bidders shall submit the following CBI forms within the timeframes indicated below:

CBI Form	Submission Requirements
<p><b>CBI Form 1: Intent to Perform Contract with <u>Own</u> Workforce Affidavit</b>                      A Bidder that intends to perform 100% of the work on a Contract with its own workforce must submit an Affidavit (CBI Form 1) stating that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this Contract with its own current workforces.</p> <p>If the Bidder is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Bidder will not be performing all work under the Contract with its own workforce, then the City may reject the Bidder’s Bid for non-compliance with the CBI Policy.</p>	<p>If not meeting the established Subcontracting Goal, and intending to perform 100% of the work, the Bidder must submit this completed CBI Form 1 with its bid*.</p> <p><b>* In addition to submitting a completed CBI Form 1, the Bidder must also provide at Bid Opening sufficient supporting documentation for the City to determine that the Bidder does not customarily subcontract work on this type project.</b></p>
<p><b>CBI Form 2: Solicitation Form.</b>                      Identifies all MSBEs the Bidder contacted and any MSBEs that contacted the Bidder.</p> <p>Documentation content includes: Scope of work, MSBE contact, date and method of contact, response status, as well as other information.</p> <p>Note: For each scope of work bid by a MSBE and NOT awarded to a MSBE, Bidder must complete CBI Form 2A documenting the reason(s) for rejecting the MSBE’s bid.</p>	<p>If not meeting the established Subcontracting Goal, submitted as part of a Bidder’s Good Faith Efforts documentation, within three (3) Business Days after requested by the City.</p> <p>ALL supporting documentation, reflecting the solicitation methods and content, must be submitted at the same time as CBI Form 2.</p>
<p><b>CBI Form 2A: Good Faith Negotiation Form.</b>                      Bidders must submit a completed CBI Form 2A for each MSBE who bid the project and was ultimately not selected by the Bidder to participate on the Contract.</p>	<p>Must be submitted within three (3) Business Days after requested by the City.</p>

<p><b>CBI Form 3: Subcontractor / Supplier Utilization Commitment.</b></p> <p>Identifies all MWSBE, and non-MWSBE subcontractors and suppliers to be utilized on the Contract and the dollar amounts committed to MWSBEs and non-MWSBEs.</p> <p>Bidders must identify all subcontractors and suppliers known at the time the Bid is submitted.</p>	<p><b>DUE AT BID OPENING</b></p> <p>The City will give Bidders credit toward meeting the Subcontracting Goals for those MWSBEs submitted <b>within twenty-four (24) hours of the Bid Opening.</b></p>
<p><b>CBI Form 3A: Subcontractor/Supplier Utilization Commitment – ALTERNATES.</b></p> <p>Identifies additional MWSBE commitments made after Bid Opening, when there are accepted alternates.</p> <p>This form will only be accepted when the City selects alternates.</p>	<p>Must be submitted within three (3) Business Days after requested by the City.</p>
<p><b>CBI Form 4: Letter of Intent.</b></p> <p>Bidders must submit a separate Letter of Intent executed for each MWSBE listed on CBI Form 3 and CBI Form 3A (if applicable) that the Bidder commits to utilize on the Contract.</p>	<p>Must be submitted within three (3) Business Days after requested by the City.</p>
<p><b>CBI Form 5: Good Faith Efforts (GFE) and Statement of GFE Compliance.</b></p> <p>Identifies the minimum GFE points required for this contract, the GFE Categories, and respective GFE Points value for each GFE Category.</p> <p>Bidder must check each GFE Category for which it has performed the respective effort, as described in Part B Section 5.3 of the CBI Policy.</p>	<p>If not meeting the established Subcontracting Goal, CBI Form 5 must be submitted as part of the Bidder’s Good Faith Efforts documentation, within three (3) Business Days after requested by the City.</p>
<p><b>CBI Form 6: Payment Affidavit – Subcontractor/Supplier Utilization.</b></p> <p>Contractor shall provide with each pay request to the City a payment affidavit showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and/or members of a joint venture in connection with the contract.</p>	<p>Upon award of Contract, CBI Form 6 must be submitted to the City with each pay request for the duration of the project.</p> <p>For Final Payment period, check the box indicating “Final Payment.”</p>

All CBI Forms and a full list of MWSBE vendors are available on-line at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

**\*\* NOTE:** Please find below a list of activities that the City has identified as potential MBE and SBE subcontracting opportunities. This is a potential listing, not all inclusive, Bidders may identify additional or different opportunities.

NIGP Code	Description
65800	Pipe, Tubing, Accessories, Not Fittings
65900	Pipe and Tubing Fittings
91223	Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.
91240	Demolition Services
91347	Construction, Construction, Sidewalk and Driveway, Including Pedestrian and Handicap Ramps
91394	Paving and Resurfacing, Alley and Parking Lot
91430	Concrete
91438	Electrical
91450	Heating, Ventilating and Air Conditioning (HVAC)
91455	Masonry
91468	Plumbing
92037	Networking Services, Including Installation, Security, and Maintenance
96239	Hauling Services
98814	Erosion Control Services



**CBI FORM 1: Intent to Perform Contract with Own Workforce**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

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

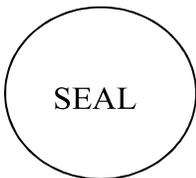
The Bidder agrees to provide any additional information or documentation requested by the City of Charlotte in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize certified 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 \_\_\_\_\_



**CBI FORM 2: Solicitation Form**

*Copy this Form 2 as needed to document contacts.*

Per Part B, Section 5.3.1 and Part C, Section 5.1 of the CBI Policy, the Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with CBI Form 2.

*A Bidder must submit CBI Form 2 within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit CBI Form 2 within three (3) Business Days after the City requests it.*

Bidder Name:										
Project Name:	Franklin Water Treatment Plant Clearwell Improvements									
Project Number:										
Number of Business Enterprises contacted by Bidder:	Total:	MBE:	WBE:	SBE:						
MBE/WBE/SBE Firm (Circle One):				Contact Person:						
Scope of Work:				NIGP Commodity Code:						
Initial Contact:	Date:	Method:	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Courier					
Follow-up:	Date:	Method:	<input type="checkbox"/> Phone	<input type="checkbox"/> In-Person						
Response:	<input type="checkbox"/> No response		<input type="checkbox"/> Not bidding		<input type="checkbox"/> Is bidding \$		<input type="checkbox"/> Other (explain)			
Selected:	<input type="checkbox"/> Yes		<input type="checkbox"/> NO (explain on CBI Form 2A)							
MBE/WBE/SBE Firm (Circle One):				Contact Person:						
Scope of Work:				NIGP Commodity Code:						
Initial Contact:	Date:	Method:	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Courier					
Follow-up:	Date:	Method:	<input type="checkbox"/> Phone	<input type="checkbox"/> In-Person						
Response:	<input type="checkbox"/> No response		<input type="checkbox"/> Not bidding		<input type="checkbox"/> Is bidding \$		<input type="checkbox"/> Other (explain)			
Selected:	<input type="checkbox"/> Yes		<input type="checkbox"/> NO (explain on CBI Form 2A)							
MBE/WBE/SBE Firm (Circle One):				Contact Person:						
Scope of Work:				NIGP Commodity Code:						
Initial Contact:	Date:	Method:	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Courier					
Follow-up:	Date:	Method:	<input type="checkbox"/> Phone	<input type="checkbox"/> In-Person						
Response:	<input type="checkbox"/> No response		<input type="checkbox"/> Not bidding		<input type="checkbox"/> Is bidding \$		<input type="checkbox"/> Other (explain)			
Selected:	<input type="checkbox"/> Yes		<input type="checkbox"/> NO (explain on CBI Form 2A)							



**CBI FORM 2A: Good Faith Negotiation Form**

This Bidder must complete this form for each MBE, WBE, or SBE who submitted a project bid but was not included on the Bid submission.

*A Bidder must submit CBI Form 2A within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit Form 2A within three (3) Business Days after the City requests it.*

Per Part B, Section 4.3 and Part C, Section 4.2 of the CBI Policy, Bidders must provide Good Faith Negotiation documentation within the time period specified by the City. Failure to comply with this requirement shall constitute grounds for rejecting a Bid.

<b>Bidder Name:</b>			
<b>Project Name:</b>	Franklin Water Treatment Plant Clearwell Improvements		
<b>Project Number:</b>		<b>Contact Person Name:</b>	

**MBE/WBE/SBE INFORMATION**

Firm Name	Scope of work for which a Bid was submitted	MBE/WBE/SBE Bid Amount (\$)

**RATIONALE FOR REJECTING MBE/WBE/SBE's SUBCONTRACTING BID:**

Was the MBE/WBE/SBE's bid higher than what was proposed by the subcontractor/supplier selected by the Bidder?      Y       N

Was the MBE/WBE/SBE's bid higher than the Bidder's cost of performing such work on its own?      Y       N

Who were the other Bidders?	What were the Bid Amounts?
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Is the Business Enterprise that will be performing in place of the Interested MBE/WBE/SBE more qualified than the Interested MBE/WBE/SBE, to the extent that such difference in qualification would materially impact the Bidder's Bid?      Y       N

Explanation: \_\_\_\_\_

Is there a material deficiency with the Interested MBE/WBE/SBE's bid? (e.g. Bid submitted late; Bid had inaccurate information)      Y       N

Explanation: \_\_\_\_\_

If the MBE/WBE/SBE was **NOT** a "Qualified MBE/WBE and/or SBE" (as defined in Part A of the CBI Policy), please state the reasons below:

Explanation: \_\_\_\_\_



**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 M/WBEs 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.

<b>Bidder Name:</b>	
<b>Project Name:</b>	<b>Franklin Water Treatment Plant Clearwell Improvements</b>
<b>Project Number:</b>	
<b>Established <u>MWSBE</u> Goal:</b>	<b>6.00%</b>

List below all **MBEs, WBEs, 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 and WBEs that are registered with the City as of Bid Opening Date.**

<b>MBE/WBE/SBE Vendor Name (Non-Hauling Services)</b>	<b>MBE</b>	<b>WBE</b>	<b>SBE</b>	<b>Description of work / materials</b>	<b>NIGP Code</b>	<b>Vendor #</b>	<b>Total Projected Utilization (\$)</b>

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 (\$).

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

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

**Total MWBE Utilization** \$ \_\_\_\_\_

**Total SBE Utilization** \$ \_\_\_\_\_

**Total MWSBE Utilization** \$ \_\_\_\_\_

**Total Bid Amount** (including Contingency) \$ \_\_\_\_\_

**Percent MWBE Utilization\*** (Total MWBE Utilization *divided by* Total Bid Amount) \_\_\_\_\_ %

**Percent SBE Utilization\*** (Total SBE Utilization *divided by* Total Bid Amount) \_\_\_\_\_ %

**Percent MWSBE Utilization\*** (Total MWSBE 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) (\$)

**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                      Printed Name                      Title                      Submittal Date



**CBI FORM 3A: Subcontractor/Supplier Utilization Commitments –  
ALTERNATES**

*Copy this CBI Form 3A as needed.*

In the event Alternates are selected by the City, the established Subcontracting Goal(s) for this Contract will apply to the total contract amount, including contingency and the selected Alternates (“Total Contract Amount”). In such an instance, Bidders must identify additional MBE and/or SBE commitments (for all tiers) and submit CBI Form 3A showing all commitments made after Bid Opening.

**Bidder is not exempt from the CBI requirements due at bid time. In order to submit CBI Form 3A showing additional MBE and/or SBE commitments, a Bidder MUST either (i) have submitted CBI Form 3 within twenty-four (24) hours of Bid Opening with 100% (or more) of the established Subcontracting Goal(s) met on the Total Contract Amount, or (ii) have met the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part B Sections 4 and 5 and Part C Sections 4 and 5 of the CBI Policy. If the Bidder fails to meet either the established Subcontracting Goal(s), or the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part B Sections 4 and 5 and Part C Sections 4 and 5 of the CBI Policy, the Bid shall be rejected.**

*A Bidder must submit CBI Form 3A within three (3) Business Days after the City requests it.*

<b>Bidder Name:</b>	
<b>Project Name:</b>	Franklin Water Treatment Plant Clearwell Improvements
<b>Project Number:</b>	
<b>Established <u>MWSBE</u> Goal:</b>	<b>6.00%</b>

List below the additional MBE and SBE commitments that you intend to use on this Contract, committed post-Bid Opening, as a result of alternates selected by the City. Scopes of work and NIGP codes listed below on Form 3A cannot have been listed on CBI Form 3, unless the amended utilization is associated with an MBE and SBE already listed on CBI Form 3.

Name of MBE, WBE, SBE	Description of work / materials	NIGP Commodity Code	Vendor #	Total Projected Utilization (\$)

<b>Form 3A MWBE Utilization</b>	\$ _____
<b>Form 3A SBE Utilization</b>	\$ _____
<b>Form 3A <u>MWSBE</u> Utilization</b>	\$ _____
<b>Initial Form 3 MWBE Utilization</b>	\$ _____
<b>Initial Form 3 SBE Utilization</b>	\$ _____
<b>Initial Form 3 <u>MWSBE</u> Utilization</b>	\$ _____
<b>Cumulative MWBE Utilization (Form 3 &amp; Form 3A)</b>	\$ _____
<b>Cumulative SBE Utilization (Form 3 and Form 3A)</b>	\$ _____
<b>Cumulative <u>MWSBE</u> Utilization (Form 3 and Form 3A)</b>	\$ _____
<b>Total Contract Amount</b> (including Contingency and alternates selected by the City)	\$ _____
<b>Percent MWBE Utilization</b> (Cumulative MWBE Utilization <i>divided by</i> Total Contract Amount)	_____ %
<b>Percent SBE Utilization</b> (Cumulative SBE Utilization <i>divided by</i> Total Contract Amount)	_____ %
<b>Percent <u>MWSBE</u> Utilization</b> (Cumulative MWSBE Utilization <i>divided by</i> Total Contract Amount)	_____ %

Your signature below indicates that the undersigned Business Enterprise 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                      Printed Name                      Title                      Submittal Date



**CBI FORM 4: Letter of Intent**

Per Part B, Section 3.4 and Part C, Section 2.1 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), a Bidder must submit a separate Letter of Intent for each MBE, WBE, or SBE listed on CBI Form 3 and CBI Form 3A (if applicable).

<b>Project Name:</b>	Franklin Water Treatment Plant Clearwell Improvements
<b>Project Number:</b>	

To be completed by the Bidder	
Name of Bidder: _____	Vendor #: _____
Address: _____	
Contact Person: _____	Email: _____
Telephone: _____	Fax: _____

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned MBE, WBE, or SBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MBE, WBE, or SBE.

\_\_\_\_\_

\_\_\_\_\_

**Cost of work to be performed by MBE, WBE, or SBE:** \_\_\_\_\_ \$ \_\_\_\_\_

To be completed by MBE, WBE, or SBE	
Name of MBE, WBE or SBE _____	Vendor#: _____
Address: _____	
Contact Person: _____	Email: _____
Telephone: _____	Fax: _____

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

Bidder: _____	Date: _____
Signature and Title	
MBE/WBE/SBE: _____	Date: _____
(Circle one) Signature and Title	



**CBI FORM 5: Good Faith Effort (GFE) and Statement of GFE Compliance**

Bidder Name:	
Project Name:	<b>Franklin Water Treatment Plant Clearwell Improvements</b>
Project Number:	

Per Part B, Section 5 and Part C, Section 5 of the CBI Policy, if a Bidder has not fully met the **established Subcontracting Goal(s)** for this project, then the Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated, independently, for each Subcontracting Goal that is not met. For instance, if the Bidder fails to meet MBE and WBE goal or the SBE goal that was set, the Bidder will have to earn the minimum GFE points for MBEs and WBEs or the minimum GFE Points for SBEs.

Detailed information of the City’s GFE requirements can be found in the CBI Policy, Part B, Section 5 and Part C, Section 5. The Bidder must submit CBI Form 5 within three (3) Business Days after the City requests it, unless specified otherwise in the City Solicitation Documents. Failure to do so constitutes grounds for rejection of the Bid. Below is a list of Good Faith Efforts as defined in Part B, Section 5 and Part C Section 5. To the left of each item is the number of points assigned to that item. Please place an “X” in the first column for each item you are claiming credit. Failure to achieve the minimum number of Good Faith Efforts points stated in the box below constitutes grounds for rejection of your bid.

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

<b>Total Available GFE Points is: 145</b>		<b>Minimum Number of GFE Points Required for this Project is: 50</b>
Points	Good Faith Effort (GFE)	
<input type="checkbox"/>	10	<p><b>Section 5.3.1: Contacts.</b> The Bidder must contact SBEs and MBEs in a manner reasonably calculated to meet the established Subcontracting Goal(s) for the Contract. Factors considered may include but are not limited to:</p> <ul style="list-style-type: none"> <li>(a) The number of available MBEs, WBEs, or SBEs contacted;</li> <li>(b) Whether the Bidder directed its contacts to MBEs, WBEs, and/or SBEs listed as performing scopes of work sufficient to meet the MBE, WBE, or SBE goals;</li> <li>(c) Whether the contacts were made at least <b>10 Days</b> before Bid Opening;</li> <li>(d) How the contacts were made and whether they were documented in a verifiable way (and in compliance with any forms provided by the City);</li> <li>(e) Whether the substance of the Bidder’s solicitation was reasonably sufficient to generate a response from MBEs, WBEs, or SBEs;</li> <li>(f) Whether the Bidder promptly and adequately responded to inquiries received from MBEs, WBEs, or SBEs; and</li> <li>(g) Whether the Bidder made follow up contacts to MBEs, WBEs, or SBEs that did not respond to the Bidder’s initial contact.</li> </ul>
<input type="checkbox"/>	10	<p><b>Section 5.3.2: Making Plans Available.</b> To receive credit for this GFE, the Bidder must: (i) make “Project Documents” (as defined below) available for inspection by MBEs, WBEs, and/or SBEs at least <b>10 Days</b> before Bid Opening; and (ii) notify the MBEs, WBEs, or SBEs contacted under GFE 5.3.1 of the way in which Project Documents will be made available.</p> <p><b>A Bidder may receive credit for GFE 5.3.2 only if it receives credit for GFE 5.3.1 (Contacts), and only if it responds promptly to any requests made for access to the Project Documents.</b></p>
<input type="checkbox"/>	10	<p><b>Section 5.3.3: Breaking Down Work.</b> The Bidder must demonstrate to the City’s satisfaction that it broke down or combined elements of work into economically feasible units to facilitate SBE and MBE participation. In awarding points, the City will consider the number and dollar value of the scopes of work the Bidder listed in its written invitation for participation by MBEs, WBEs, or SBEs, whether those scopes would be sufficient to meet the established Subcontracting Goal and how the Bidder notified MBEs, WBEs, or SBEs of its willingness to break down the work into such units. Simply restating the City’s subcontracting scopes as listed in the City’s Solicitation Documents will not earn this GFE. <b>A Bidder may receive credit for this GFE only if it receives credit for GFE 5.3.1 (Contacts).</b></p>

<input type="checkbox"/>	10	<b>Section 5.3.4: Working With MBE/WBE/SBE Assistance Organizations.</b> The Bidder must document that it worked with an Assistance Organization for MBEs, WBEs, and SBEs to provide assistance in recruiting MBEs, WBEs, or SBEs for the Contract for which Bids are sought.
<input type="checkbox"/>	10	<b>Section 5.3.5: Attendance at Pre-Bid.</b> To receive credit for this GFE, the Bidder must attend any pre-bid meetings scheduled by the City for the Contract in question.
<input type="checkbox"/>	20	<b>Section 5.3.6: Bonding or Insurance Assistance on Construction Contract.</b> The Bidder must assist a MBEs, WBEs, or SBEs in getting required bonding or insurance coverage for the Contract at issue or provide alternatives to bonding or insurance for MBEs, WBEs, or SBEs. To document satisfaction of this GFE, the Bidder must submit: (a) the name of the MBE, WBE, or SBE; (b) a description of the assistance the Bidder provided; (c) the date the Bidder provided the assistance; (d) the name of a contact person with the MBEs, WBEs, or SBEs who can verify that the Bidder provided the assistance; and (e) any additional information requested by the City. No credit will be given for assistance provided to an Affiliate of the Bidder. In deciding whether to award points for this GFE, the City will consider how significant and meaningful the assistance was, how many MBEs, WBEs, or SBEs it was offered to, and what impact it likely had on the Bidder's efforts to recruit MBEs, WBEs, or SBEs for the project.
<input type="checkbox"/>	10	<b>Section 5.3.7: Negotiating in Good Faith with MBEs/WBEs/SBEs.</b> The Bidder must: (a) demonstrate that it negotiated in good faith with interested MBEs, WBEs, or SBEs (which means showing at least some back and forth negotiation between the Bidder and MBEs, WBEs, or SBEs ); (b) demonstrate that it did not reject any MBEs, WBEs, or SBEs as unqualified without sound reasons based on their capabilities; (c) document in writing the reasons for rejecting any MBEs, WBEs, or SBEs for lack of qualification.
<input type="checkbox"/>	25	<b>Section 5.3.8: Financial Assistance.</b> The Bidder must provide one of the following types of assistance to an MBEs, WBEs, or SBEs in connection with the Contract: (a) assistance in obtaining equipment, a loan, capital, lines of credit, (b) joint pay agreements or guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or (c) assistance in obtaining the same unit pricing with the Bidder's suppliers as the Bidder. To receive credit for this GFE, Bidders must document: (a) the name of the MBEs, WBEs, or SBEs; (b) the description of the assistance the Bidder provided; (c) the date the Bidder provided the assistance; and (d) the name of a contact person with the MBEs, WBEs, or SBEs who can verify that the Bidder provided the assistance. No credit will be given for assistance provided to an Affiliate of the Bidder. In deciding whether to award points for this GFE, the City will consider how significant and meaningful the assistance was, how many MBEs, WBEs, or SBEs it was offered to, and what impact it likely had on the Bidder's efforts to recruit MBEs, WBEs, or SBEs for the project.
<input type="checkbox"/>	20	<b>Section 5.3.9: Entering Into Joint Venture.</b> To receive credit for this GFE, the Bidder must demonstrate that it negotiated a Joint Venture or partnership arrangement with one or more MBEs and WBEs or SBEs, as applicable, on the Contract. To receive credit for this GFE, Bidders must document; (a) the name of the MBEs and WBEs or SBEs; (b) a description of the Joint Venture or partnership; (c) evidence of the date the MBEs and WBEs or SBEs entered into the agreement; and (d) the name of a contact person with the MBEs and WBEs or SBEs who can verify the terms of the agreement. No credit will be given for a joint venture with an Affiliate of the Bidder.
<input type="checkbox"/>	20	<b>Section 5.3.10: Quick Pay Agreements on the Construction Contract Up For Award.</b> For purposes of this Section, the term "Quick Pay Commitment" means an agreement or policy commitment to pay <b>all MBEs, WBEs, or SBEs participating</b> in the Contract within <b>20 Days</b> after the Contractor confirms that the MBE, WBE, SBE has properly performed and the MBE's, WBE's, or SBE's work has been properly completed. To receive credit for this GFE, Bidders must provide the City with a copy of the Quick Pay Commitment and documentation showing that the Bidder informed each MBEs, WBEs, or SBEs about the Quick Pay Commitment as part of the Bidder's MBEs, WBEs, or SBEs <del>contracts</del> under Section 5.3.1. No Bidder will receive credit for (i) any statement indicating that the Bidder will consider entering into a Quick Pay Commitment or (ii) any statement made verbally but not in written form to communicate the Quick Pay Commitment. <b>A Bidder may receive credit for this GFE only if it receives credit for GFE 5.3.1 (Contacts)</b>

**Total GFE Points (Claimed by Bidder)** \_\_\_\_\_ **Total GFE Points Earned (Assessed by City)** \_\_\_\_\_



**CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization**

Per Part D, Section 9 of the CBI Policy, for Contracts of \$10,000 or more, Contractors must submit this form with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

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

Contractor Name: \_\_\_\_\_ Payment / Invoice # \_\_\_\_\_

Contract Number: \_\_\_\_\_ Invoice Amount: \$ \_\_\_\_\_

Payment Period: From \_\_\_\_\_ To \_\_\_\_\_ City Department: \_\_\_\_\_

FINAL PAYMENT  Check this box only when submitting Final Pay request.

**Section 1: Payments to SUBCONTRACTORS (MBEs/WBEs/SBEs and Non-MBEs/WBEs/SBEs)**

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor System.

Subcontractor's Name	Certification: MBE/WBE/SBE	Description of Work Performed	NIGP Code	Vendor #	Payments this Period	Cumulative Payments

**Section 2: Payments to SUPPLIERS**

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

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_

**To be completed by City for FINAL PAYMENT**

Total Paid to MBEs:	\$ _____	MBE Goal:	% _____	MBE Goal Commitment:	% _____	MBE Goal Attainment:	% _____
Total Paid to WBEs:	\$ _____	WBE Goal:	% _____	WBE Goal Commitment:	% _____	WBE Goal Attainment:	% _____
Total Paid to SBEs:	\$ _____	SBE Goal:	% _____	SBE Goal Commitment:	% _____	SBE Goal Attainment:	% _____
Total Paid to Contractor:	\$ _____						