



**REQUEST FOR SEALED BIDS**

**FOR**

**SELMA STATION IMPROVEMENTS**

**500 EAST RAILROAD ST.**

**SELMA, NC 27576**

**SEALED BIDS ARE DUE AT**

**TOWN OF SELMA**

**114 N. RAIFORD ST.**

**SELMA, NC 27576**

---

# REQUEST FOR PROPSAL-SELMA STATION IMPROVEMENTS

## NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Ben Scoggins, Director of Public Works  
Town of Selma  
114 N. Raiford St.  
Selma, NC 27576  
(919) 965-9841 Ext. 1002  
Email: Bscoggins@selma-nc.com

up to **3:00 PM**, on May 26, 2023, and immediately thereafter and publicly opened and read aloud. Complete plans and specification and contract documents can be obtained from:

### **IBI GROUP**

Colin McCarville  
421 Fayetteville Street, Suite 1609  
Raleigh NC 27601  
Telephone (919) 851-4211 Ext. 51519

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for all work pertaining to this project.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities.

Please note on the envelope – **Bid : Attn:**Owner Representative

Project Name  
Bid Date  
Contractor  
License Number

---

# REQUEST FOR PROPSAL-SELMA STATION IMPROVEMENTS

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## General Overview and Scope of Work

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

- A. The project is for roof flashing and interior finish repairs at the historic railroad property known as the Selma Union Station ("the Depot"). This 1923 structure is on the National Register of Historic Places. The building was comprehensively renovated in 2002, including an all-new roof, associated flashing, parapet coping, and some brick re-pointing. This project's design improvements are intended to reduce water infiltration through the roof's flashings, gutters, parapets, and exterior walls and to repair interior surface finishes. The work generally consists of the following: roof flashings and flashing liner membrane; membrane liner flashing on parapet walls. The project includes bid alternates.
  
- B. This is an active AMTRAK station with services throughout the day. The Contractor shall be fully aware of the service and accommodate during time of departure and arrivals. In addition to being an AMTRAK station, several freight trains pass through each day, therefore the contract should implement stringent work safety practices.
  
- C. The Town currently has a passenger deck rehabilitation project as part of a federal grant. If the project is not completed by the time this project is underway, the Contractor will have to coordinate with that Contractor and the Town regarding lay down areas and egress and ingress. The expectation is that minimal coordination will need to take place.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

- D. The Project Owner is the Town of Selma, North Carolina. Oversight will be provided by the North Carolina Department of Transportation Rail Division (NCDOT) and by the North Carolina State Historic Preservation Office (SHPO).
- E. The Contractor shall always keep the sites and surrounding area reasonably free from rubbish and shall remove debris from the site and from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

## **INTENT AND EXECUTION OF DOCUMENTS**

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## **AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS**

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

## **SUBMITTAL DATA**

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies, as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

## **SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## **WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

The contractor shall maintain, in readable condition at his job site, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative.

The contractor shall maintain at the job site, a day-today record of -work-in place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days- after acceptance of the project.

The specifications included in this invitation bid are covered in this document and the project manual. An addendum shall be posted on the Town's website and shall be the responsibility of the bidder to view the website for any addendums.

## **EXAMINATION OF SERVICE AREA**

Prospective Bidders are responsible for completely informing themselves of all the conditions under which the service is to be performed. This includes examination of the service area which service to be performed.

## **CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST**

The owner may have changes made to the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guaranteed bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under the conditions of the original contract.

Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. The Designer shall submit to NCDOT and/or SHPO for approval. Delay in the processing of the change

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall certify the change order by his signature and forward the change order and all supporting data to the owner for the owner's signature. The owner shall carry out the change order, within seven (7) days of receipt.



# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## REGULATORY REQUIREMENTS

### **COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable Federal, State, County and Municipal laws, ordinances, rules, and regulations. All work under the contract shall conform to the current North Carolina Building Code, County and State, Federal codes as applicable. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and with such notice to the Owner, shall bear all cost arising there from.

Immediately upon the awarding of the contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificated of authority to operate in the Town including inspections. The Contractor shall keep and maintain all such licenses, permits, and certifications of authority in full force and effect throughout the term of this Contract.

### **PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY**

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damage caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction.
- e. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95126 through 155.
- c. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- d. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## **INDEPENDENT CONTRACTOR**

The Contractor shall be deemed to be an Independent Contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State County and Municipal laws. In no way will the Contractor be considered an agent or representative of the Town.

## **Subcontracts and Contractor-SUBCONTRACTOR RELATIONSHIP**

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Town. Such an approved assignment shall not relieve the Contractor from obligations or change the terms.

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **Insurance**

The Contractor and sub-contractors shall carry all insurance coverages required by law or which would normally be expected for the business. In addition, the Contractor shall carry, at its own expense as a minimum the following coverage:

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

- 1) Workers Compensation. The Contractor shall carry in a company authorized under the laws of the State of North Carolina. Must provide proof of insurance and maintain it at all times.
  
- 2) General Liability Insurance- Contractor shall carry in his own name a comprehensive liability policy for his operations other than automobile the following minimum or greater:
  - a) Bodily injury, with limits not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
  - b) Property damage with limits not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
  - c) Contractual Insurance- broad form, with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
- 3) Auto Liability Insurance. Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of operations with following minimum limits of:
  - a) Bodily injury, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
  - B) Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; this insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

The Contractor shall include the Town and the NC Department of Transportation, as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the Town. All insurance premiums shall be paid without cost to the Town. The Contractor shall furnish to the Town a certificate of Insurance attesting to the respective insurance coverage for the full contract term prior to commencement of a contract.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

All insurance policies carried by the Contractor shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever the Town shall be notified in writing by the carrier and Contractor by mail at least 30 days prior to the effective date of cancellation or reduction.

## **Property Insurance (Builder's Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

## **DEDUCTIBLE**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

## **INDEMNIFICATION**

Contractor and its subcontractors shall indemnify, defend, and hold harmless the Town, its Council, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

corporation that may be injured or damaged by the Contractor or its subcontractors in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

## **PERFORMANCE BOND**

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in North Carolina stating that the Performance Bond will be furnished to the Contractor submitting the Proposal in the event is the successful Proposer. The Proposer shall, submit within 14 days from the notice of award of the Contract, the performance bond. The bond shall be in the amount of the cost of the project and shall remain in effect throughout the duration of the contract.

## **ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

## **TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of



# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. The contractor shall not be entitled to any claim or claim of line against the Owner for any additional compensation or damages in the event of such termination and payment.

All work product completed and paid for by the Town as of the date of termination shall be the sole property of the Town.

## **OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

## **REQUESTS FOR PAYMENT**

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

## Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
  1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
  2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.
  3. The Contractor shall submit a Sales Tax Certification Form with every paid application.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

**THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE:** "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## **PAYMENTS WITHHELD**

The designer with the approval of the Owner may withhold payment for the following reasons:

- a) Faulty work not corrected.
- b) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d) Claims filed against the contractor or evidence that a claim will be filed.
- e) Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released.

## **GUARANTEE**

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

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

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

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

## **TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

listed. The contractor should also be notified that the certified statement may be subject to audit.

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

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

**The Contractor shall submit a Sales Tax Certification Form with every paid application.**

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

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

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

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

## **ACCESS TO PERSONS AND RECORDS**

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## Supplementary Conditions

### **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within (180 days) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Five Hundred Dollars (\$500, a day) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor's claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

### **ROOFING GUARANTEE**

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or longer-term manufacturer's warranty in lieu of this requirement will not be accepted.

The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship

# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

and contract negligence for a period of one (1) year following acceptance of the project by the Owner."

## **NO SMOKING POLICY**

There shall be no smoking within the building whatsoever. Smoking shall be limited to outside the building and beyond 50 feet of the entrance. Under no circumstances shall cigarette butts be left on the premises.

## **UTILITIES**

The Owner will provide access to utilities including power and water. However, access shall not interfere with patrons inside the building or boarding or departing a train.



# REQUEST FOR PROPOSAL- SELMA STATION IMPROVEMENTS

## **SUBMITTAL**

### **RIGHT TO REJECT**

The Town reserves the right to reject any and all proposals or parts of proposals, waive formalities, technical deficiencies and irregularities or otherwise solicit new proposals if another manner of negotiation better serves its interests. The Town reserves the right to reject any or all proposals for reasons including but not limited to any proposal the Town considers the proposer unqualified, possess doubtful financial or performance ability. The Town reserves the right to interview, request additional information and/or negotiate terms with all bidders, and to select the proposal determined to be the best, most responsible and most advantageous to the Town.

### **Questions**

Questions shall be directed Ben Scoggins at [Bscoggins@selma-nc.com](mailto:Bscoggins@selma-nc.com) and 919-965-9841 Ex.4001

### **SUMITTAL**

Proposals shall be mailed to 114 N. Raiford St. Selma, NC 27576.

Proposals shall be submitted no later than 5:00 p.m., 2023.