

# Request for Proposals



## General Construction: Street Improvement Project-Division FF

<b>PROJECT:</b>	Street Improvement Project-Division FF
<b>CATEGORY:</b>	Construction
<b>FROM:</b>	Mark Taylor, Director of Public Works & Engineering
<b>RE-BID DATE:</b>	October 16, 2020
<b>SUBMISSION DATE:</b>	Monday, November 2, 2020

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for Street Improvement Project-Division FF to be furnished to the City of Statesville, N.C. will be received by mail or can be dropped off in the Customer Service Drop box located at 301 S Center St., Statesville, NC 28677, Attention: Mark Taylor, Director of Public Works & Engineering, until Monday, November 2, 2020 at 2:00 P.M. Due to current epidemiological considerations, public attendance at the bid opening will be prohibited, bids will be publicly opened and read at 3:00 P.M., Monday, November 2, 2020 at Statesville City Hall, by means of public broadcast. Access to the televised bid opening will be via the City website at [www.statesvillenc.net](http://www.statesvillenc.net).

Prospective bidders may view the specifications for the proposed project on the City of Statesville website [www.statesvillenc.net/departments/finance](http://www.statesvillenc.net/departments/finance). Click on "Purchasing" option, then "Bid Postings" option, then the name of this project.

The Project Manager for this project is Mark Taylor, Public Works, City of Statesville. All requests for interpretations related to this RFP must be submitted in writing to the Project Manager at [mtaylor@statesvillenc.net](mailto:mtaylor@statesvillenc.net) by 1:00 pm on Wednesday, October 21, 2020. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the City's website on October 22, 2020.

The City of Statesville reserves the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the City of Statesville.

PUBLISHED:  
CITY OF STATESVILLE website: [www.statesvillenc.net](http://www.statesvillenc.net)

Date: October 16, 2020

## Request for Proposals



### General Construction: Street Improvement Project-Division FF

**This bid package includes the following documents:**

Notice to Bidders

Instructions to Bidders

Bid Proposal Form

Contract between Owner & Contractor with Performance and Payment Bonds

General Conditions of the Contract for Construction

General Conditions to Contract

**Project Summary:** This project consists of patching, milling, and resurfacing of selected City streets.

**Bid Schedule:**

**Re-Bid Request Issued:** October 16, 2020  
**Requests for Interpretation Due:** October 21, 2020 at 1:00 P.M.

**Addendum Published:** October 22, 2020  
**Bids Due:** November 2, 2020 at 2:00 P.M.  
**City Council Approval:** November 2, 2020

**Contacts:**

**For Questions about the Project:**

Mark Taylor

Director of Public Works & Engineering

City of Statesville

Email: [mtaylor@statesvillenc.net](mailto:mtaylor@statesvillenc.net)

**PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID**

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

**I. PRE-SUBMISSION PROCEDURES:**

**A. Requests for Interpretations.** Bidders in doubt as to the meaning of any part of the instructions, specifications, or other documents furnished with or referenced by these Instructions, may submit questions in writing to Mark Taylor at [mtaylor@statesvillenc.net](mailto:mtaylor@statesvillenc.net) by the “Requests for Interpretation Due” date and time specified above. No further requests for interpretation will be accepted after the deadline.

**B. Addenda.** All responses to timely submitted requests for interpretations will be published in the form of an addendum on the City’s website at [www.statesvillenc.net/departments/finance](http://www.statesvillenc.net/departments/finance) (Click on “Purchasing” option, then “Bid Postings” option, then the name of this project) on October 21, 2020. Bidders shall ascertain that they have received all addenda issued and shall acknowledge their receipt on the Formal Bid Proposal Form, furnished with the specifications.

**C. Expectations for Contract.** It is intended that the successful bidder shall furnish all tools, equipment, machinery, apparatus, labor and materials necessary to complete all work required under the terms of such contract(s) as may be entered into.

**II. SUBMISSION OF BIDS:**

**A. Receipt of Bids.** Sealed proposals for the furnishing of labor, materials, equipment, and services for construction of the Project will be received by mail or can be dropped off in the Customer Service Drop box located at 301 S Center St., Statesville, NC 28677, Attention: Mark Taylor, Director of Public Works & Engineering, until Monday, November 2, 2020 at 2:00 P.M. Due to current epidemiological considerations, public attendance at the bid opening will be prohibited, bids will be publicly opened and read at 3:00 P.M., Monday, November 2, 2020 at Statesville City Hall, by means of public broadcast. Access to the televised bid opening will be via the City website at [www.statesvillenc.net](http://www.statesvillenc.net). **The bidder’s state contractor license number shall be printed in the lower left-hand corner of the envelope containing the bid.**

**B. Bid Opening.** All bids received will be opened promptly and read at the specified hour and date set forth in the Notice to Bidders.

**C. Bid Bond/Deposit.** No proposal shall be considered or accepted by the City of Statesville unless, at the time of its filing, the proposal shall be accompanied by a deposit with the City of Statesville of cash, a cashier’s check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the City of Statesville if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. **Bid bond shall be enclosed in a separate sealed envelope with “Bid Bond” printed on the envelope.**

**D. Licenses.** Bidders are hereby notified that Chapter 87 of the North Carolina General Statutes will be observed in receiving and awarding the Contract(s). Accordingly, Bidders must have proper license(s) under the State laws governing their respective trade(s).

**E. Bid Proposal Form.** Bids shall be submitted on the Formal Bid Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations or changes. All prices shall be stated in numerals. In case of conflict, unit prices will take precedence over unit price extensions.

**F. Execution of Bids.**

1. **Corporations.** Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other duly authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal be affixed and attested by the Secretary or Assistant Secretary of the corporation. The officer's signature shall be notarized. The corporate address and state of incorporation shall be shown above the signature.
2. **Partnerships.** Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the partner's notarized signature, and the official address of the partnership and the names of all partners must be typed or printed below the signature.
3. **Other Business Entities.** Bids other than by corporations or partnerships shall be executed by the owner of the firm submitting a bid, in the presence of a notary public whose signature and seal attest said signature.

**G. Minority and Women Owned Enterprises.** Bidder shall make a good faith effort to ensure whenever possible, subcontracts are awarded to minority and women's business enterprises in accordance with City policy. See General Conditions for additional information.

**H. Familiarity with Project Conditions.** Bidders are required to and shall inform themselves fully of the conditions relating to the construction project and labor under which the work will be performed, and a contractor must employ, insofar as is possible, such methods and means in carrying out the work so as not to cause any interruption and/or interference with any other contractor(s).

**III. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION & PERFORMANCE:**

**A. Form of Contract.** The contract to be awarded as a result of this RFP will be in substantially the same form and content as the sample "Contract between Owner and Contractor with Performance and Payment Bonds included in this bid package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless City's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that City officials or employees keep information confidential or that records be kept confidential by the City, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

**B. Performance and Payment Bonds.** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded.

**C. Insurance Provisions.** The successful bidder shall procure and maintain during the life of the contract the Insurance Provisions as outlined in Article 33 of the General Conditions of the Contract for Construction. Required coverage limits will be 1) Commercial General Liability and Business

Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. The City shall be named as an additional insured for Commercial General Liability and Business Automobile policies. Based on nature of services to be provided by the contractor and assessment of risk posed to the City, the City may require evidence of supplementary insurance coverages.

**D. Billing and Payment.** The Contractor shall submit a bill to the City for work performed under this contract. The Contractor shall bill, and the City shall pay the rates set forth Therein. Payment will be made by the City within thirty (30) days of receipt of an accurate invoice, approved by the by the Contract Coordinator.

**E. Additional Work.** The City of Statesville reserves the right to add or remove maps to this contract as it deems necessary.

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**GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

**CITY OF STATESVILLE**

This contract is for street resurfacing in the city limits for the City of Statesville and the performance of incidental items of work associated with resurfacing.

All work and materials shall be in accordance with the provisions of the General Guidelines of the contract, the Project Special Provisions, the latest edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Standard Specifications for Roads and Structures and Roadway Standard Drawings may be obtained from the links below:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>

The Manual of Uniform Traffic Control Devices (MUTCD) may be obtained from the link below:

<https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

2019 Asphalt Quality Management System may be obtained below:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/2019%20QMS%20Manual.pdf>

**CONTRACT TIME AND LIQUIDATED  
DAMAGES**

The date of availability for this project is **November 18, 2020**. This project is contingent upon council approval to award the contract.

No work will be permitted, and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is **May 15, 2021**. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for this contract are \$500.00 per calendar day.

## **AUTHORITY OF THE PUBLIC WORKS DIRECTOR**

The Public Works Director will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders if the Contractor fails to carry out promptly.

## **MATERIALS AND TESTING**

The Public Works Director reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However, the Public Works Director may reduce the frequency of sampling and testing where he deems is appropriate for the project under construction.

## **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Public Works Director. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

## **PAYMENT AND RETAINAGE**

The Contractor may submit requests for partial payment on a monthly basis, or other interval as approved by the Public Works Director. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

## **SPECIAL PROVISIONS**

### **NOTIFICATION OF OPERATIONS**

The Contractor shall notify the Public Works Director two weeks in advance of beginning work on this project. The Contractor shall give the Public Works Director sufficient notice of all operations for any sampling, inspections or acceptance testing required. The Contractor shall provide adequate signage notifying citizens and businesses of intent to pave. **Door Hangers and/or changeable message boards should be placed at least 48 hours but not more than 96 hours prior to start of work on any street.**

### **PROSECUTION AND PROGRESS**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

No work may be performed on Sundays and legal City holidays. The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

### **QUANTITIES**

The quantities shown on the Formal Bid Proposal Form are estimates only. Payments will be made only for actual quantities for the work performed based on the actual field measurements. Delivery tickets showing the weight and composition of each load shall be furnished to the Public Works Director or his designated representative at the time the load is delivered to the paver. Payment will not be made on the tickets not received on the site at the time of delivery. The City of Statesville reserves the right to increase or decrease the estimated quantities of any or all items by (25%) without change in unit price.

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# BID PROPOSAL FORM

## ITEM 1: ROADWAY EXCAVATION – (REMOVAL OF EXISTING PAVEMENT, SUBBASE, ETC.)

Price, unit, shall include total cost for all work including but not limited to excavation; hauling; removal of undesirable materials; disposal of materials; removal of concrete base; formation and compaction of embankments, subgrades, and shoulders; breaking up pavement, removal and disposal; removal of subbase stone, regrading, compacting subgrade; removal of concrete curb and gutter and sidewalk sections; removal of asphalt for patching; and maintaining work in accordance with Contract Drawings, Specifications, and Engineer's requirements as follows:

### ***Roadway Excavation:***

***Estimated Quantity – 500 sq. yds., more or less, (unspecified location)***

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per sq. yd.

TOTAL = \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

## ITEM 2: PATCHING OF EXISTING PAVED STREETS

In an effort to improve rideability of resurfaced streets, the following streets are to be patched in the approximate quantity shown. Payment shall be based on quantities identified below unless prior written instructions from the Engineer are obtained. Additionally, patching must occur no more than 24 hours prior to the street being resurfaced. Patching of the identified sections shall be preformed by a milling machine. This machine shall have a minimum cutting width of 36", be of sufficient size and capacity to perform the work. The machine shall have been designed and built exclusively for pavement milling operations and shall have sufficient power, traction and stability to accurately maintain depth of cut and slope. Multiple passes may be required to remove deteriorated pavement.

Milling width and depth will be varied by Engineer's representative to accomplish desired results. Payment will be made for the area delineated by the Engineer. Any overages resulting from equipment limitations will not be compensated.

Patching of existing pavement includes but is not limited to the **milling** of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

The below price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Any provisions included in the contract in the form of project special provisions or in any other form which provide for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

***Street Patching: (unspecified location)***

***Estimated Quantity – 178 Tons, more or less, for asphalt pavement repairs, etc.***

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per ton

TOTAL= \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 3: AGGREGATE BASE COURSE**

Price, unit, will be full compensation for all work including but not limited to furnishing aggregate, water, mixing, hauling, spreading materials, compacting, shaping, and maintaining the base in accordance with Specifications, Contract Drawings, and Engineer's requirements.

***Estimated Quantity – 10 tons, more or less***

At \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per ton.

TOTAL= \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 4: ASPHALT CONCRETE SURFACE COURSE – S9.5B**

Price, unit, shall be full compensation for all work including but not limited to producing, weighing, transporting, and placing the plant mix as specified, wedging and overlay, furnishing asphalt cement and all other materials for the plant mix, furnishing and applying tack coat, maintaining the surface course until final acceptance of the project, making any repairs or corrections to the surface course as necessary, in accordance with Specifications, Contract Drawings, and the Engineer.

***Total Estimated Quantity – 1566 tons, more or less,***

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per ton.

TOTAL= \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 5: ASPHALT CONCRETE BASE COURSE – TYPE B25.0B**

Price, unit, shall be full compensation for all work including but not limited to producing, weighing, transporting, placing, and compacting the plant mix as specified, furnishing the asphalt cement and all other material for the plant mix, furnishing and applying tack coat as specified, furnishing scales, maintaining the base course until final acceptance of the project, and making any repairs or corrections to the base that may become necessary in accordance with these Specifications, Contract Drawings, and the Engineer.

***Estimated Quantity – 100 tons, more or less, (unspecified location)***

TOTAL= \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**ITEM 6: ADJUSTMENT OF MANHOLES, METER & VALVE BOXES**

The Contractor's attention is directed to Article 858-3 of the Standard Specifications. Cast iron or steel fittings (rings) will **not** be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

Make adjustments to manholes on this project using high early strength rapid set (grout, mortar, or concrete) **that is black in color** as approved by the Engineer. **Bag mixes will not be permitted unless otherwise approved by the Engineer.**

**When milling roadway all existing manhole frames, rings, valve boxes, and meter boxes shall be removed and those areas covered with steel plates capable of carrying traffic. Once the asphalt surface course has been placed, the steel plate shall be removed and all manholes, meter boxes, and valve boxes shall be adjusted to finish grade of the new pavement. No separate measurement or payment will be made for furnishing, placing, maintaining or removing steel plates as the cost of this work shall be included in the unit price bid for *ADJUSTMENT OF MANHOLES and /or ADJUSTMENT OF METER BOXES OR VALVE BOXES.***

**All manhole adjustments shall be completed within fourteen (14) calendar days from the time the paving is completed.**

- (a) *Adjustment of manhole as specified, using the NCDOT Standard Specifications for Roads and Structures, Article 858-3. Estimated Quantity – 30 each, more or less.***

***Each manhole ring shall be custom measured by manufacturer's representative.***

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) each.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**(b) Adjustment of water valves as specified, using the NCDOT Standard Specifications for Roads and Structures, Article 858-3. Estimated Quantity – 5 each, more or less.**

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) each.

TOTAL= \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**All Manhole and Valve Box adjustments to be performed by contractor.** Where assistance from the City is desired a minimum of three (3) days advanced notice is required.

**TOTAL price bid for Items 6 (a) and (b):** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**ITEM 7: NO. 5 STONE FOR SEDIMENT CONTROL**

Price, unit, will be full compensation for all work associated with placing #5 stone filter around inlets including but not limited to furnishing, weighing, stockpiling, rehandling, placing, and maintaining stone; removing and disposal of silt, maintenance of stone; and disposal of any stone not incorporated into the project as indicated on the Contract Drawings, Specifications and as per Engineer’s requirements:

**Filter Stone: #5 as specified,  
Estimated Quantity – 100 Tons, more or less, (unspecified location)**

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per ton.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 8: MIRAFI 600X (Or Equal)**

Price, unit, shall be full compensation for all work including but not limited to furnishing and properly storing material; providing all labor, equipment, tools, etc; and all other incidentals necessary to properly install and maintain the material in accordance with these and the manufacturers’ specifications and Engineers’ requirements.

**Estimated Quantity – 500 sq. yds., more or less (unspecified location)**

at \_\_\_\_\_ Dollars (\$) per sq. yd.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ITEM 9: ASPHALT CURB**

Price, unit, will be full compensation for all work including but not limited to removal of all materials, furnishing and placing all asphalt materials, furnishing all labor, equipment, tools, backfilling, landscaping and seeding behind curb, and all other incidentals necessary to complete the work in accordance with these specifications and Engineer's requirements.

***Estimated Quantity 100\_ linear feet, more or less,***

at \_\_\_\_\_ Dollars (\$) per Linear foot.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ITEM 10: PAVEMENT MARKING LINES (PAINT)**

Price, unit, shall be full compensation for all work covered by this section including but not limited to furnishing all materials, and providing all labor, equipment, etc. to properly mark all streets with centerlines and pavement edge markings in accordance with these Specifications and Engineer's requirements as follows: Minimum Thickness: 15 mil, with glass beads or similar reflective component. The Engineer will determine the NCDOT required color based on location of centerline or lane break.

***Pavement Marking Lines:***

***Estimated Quantity – 32,340 linear feet, more or less,***

at \_\_\_\_\_ Dollars (\$) per Linear foot.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ITEM 11: SETTING UP ABC STONE BASE PRIOR TO PAVING**

This is for full compensation to machine and compact the layer of base within 48 hours prior to placement of asphalt surface course. Dry or add moisture content which is approximately that required to produce a unified compacted and acceptable maximum dry density. Construct the base so that it is a smooth, hard, dense, unyielding, and well bonded upon completion.

Price per square yard shall include total cost of surface preparation which would include, yet not limited to labor and equipment to set the existing subgrade to maximum density prior to placement of asphalt surface course.

**Setting up ABC stone base prior to paving:**

**Estimated Quantity – 2180 sq. yds.**

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per sq. yd.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 12: ASPHALT MILLING**

The unit price is for each square yard to be milled, including, yet not limited to, the personnel and equipment to remove, load, haul, and clean the area directed by the Engineer.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each workday.
- (B) Mill the entire width of roadway and pave back within 72 hours. (Monday or Tuesday only)

Price, unit, shall be full compensation for all work associated with removal of asphalt pavement by milling to a depth of 0" – 4".

**Asphalt Milling:**

**Estimated Quantity – 6,700 sq. yds., more or less (loc. specified in comments of worksheet)**

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per sq. yd.

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ITEM 13: ASPHALT LEVELING Course**

Price, unit, shall be full compensation for all work including but not limited to producing, weighing, transporting, and placing the plant mix as specified, wedging and overlay, furnishing asphalt cement and all other materials for the plant mix, furnishing and applying tack coat, maintaining the Leveling Course

until final acceptance of before the final surface course is placed, in accordance with Specifications, Contract Drawings, and the Engineer.

**Total Estimated Quantity – 120 tons, more or less,**

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per ton.

TOTAL= \_\_\_\_\_

**ITEM 14: PAVEMENT SYMBOLS (THERMOPLASTIC)**

Price, unit, shall be full compensation for all work including but not limited to Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve the pavement marking thickness ranging from 0.090 inch to 0.120 inch. Special thickness equipment may be required for in lane or shoulder transverse rumble strip pavement markings. Do not use spray thermoplastic unless approved by NCDOT’s Signing and Delineation Unit. This must include but not limited to all symbol’s such as, arrows, sharrow, and bicycles.

***Pavement Marking Lines:***

***Estimated Quantity – 40 (Price Per Symbol)***

at \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per symbol

TOTAL = \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**TOTAL PRICE BID FOR ALL ITEMS, 1 THRU 14: \_\_\_\_\_**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

**CONTRACT COMPLETION: 178 Calendar Days** following the guidelines of the **2019 NCDOT Asphalt Quality Management System, Asphalt QMS Manual.**

STREET IMPROVEMENT PROJECT - DIV-															FF		
STREET	SECTION		WIDTH		LENGTH		ASPHALT				VALVES/MANHOLES		CURB		STRIPING		COMMENTS
	FROM	TO	L.F. PVMT.	L.F. PVMT.	MILLING SY. YDS	TONS ASPHALT	TONS LEVELING	TONS Patching	SET UP STONE BASE	VALVE BOXES	MAN HOLES	L.F. ASPHALT	L.F. CONCRETE	L.F.	SYMBOLS EACH		
1	Fines Creek Dr.	Greenberry	Cul-De-Sac	21	2170	5491	480	108	43	0	0	12	0	0	4340	0	
2	Haywood Rd	Fines Creek	Cul-De-Sac	22	373	0	86	0	0	0	0	2	0	0	0	0	
3	Margaret Rogers Rd	Fines Creek	Cul-De-Sac	22	187	0	43	0	0	0	0	1	0	0	0	0	
4	Greenberry	Fines Creek	Cul-De-Sac	22	290	0	67	0	0	0	0	2	0	0	0	0	
5	Woodruff	Old Pavement	Dead End	20	210	0	59	0	0	513	0	0	460	0	0	0	City forces will put in drainage and boxes
6	Hatness Rd	N.Center	Brookside	0	0	0	0	0	0	0	0	0	0	28000	40	0	Striping
7	Greenway	Free Nancy	150 Past W0	10	1500	0	211	0	0	1667	0	0	0	0	0	0	Stone will need to be set up prior to pavings. This comes out of the Parks and Rec. funds
8	Trouman Dr.	Peachtree	End of Road	18	1020	440	258	0	0	0	0	4	0	0	0	0	Will also need 18" drain pipe replaced at entrance (will be done by City force)
9	Old Salisbury Rd	Garfield St	Hunt St.	20.47	1021	767	220	0	16	0	3	5	0	0	0	0	
10	Sharon Dr	New Pavement	Cul - De - Sac	20	671	0	141	-1	118	0	2	4	0	0	0	0	
<b>Project Totals:</b>						6698	1565.5	109.3	177.3	2180.3	5	30	460	0	32,340	40	

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## UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

Private manhole covers and valve boxes shall be raised by the appropriate utility company where necessary. **The Contractor shall be responsible for coordination of this work.**

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]***

Work will be completed in \_\_\_\_\_calendar days.

The contents of this bid are known to no one outside the undersigned corporation/partnership/individual. The undersigned declares that they are duly licensed in the State of North Carolina to perform the work bid, and that all fees for licenses, permits, etc., pertinent to the submission of this bid, have been paid in full.

Bid other than by Corporations or Partnerships shall be executed hereon below:

This the \_\_\_\_\_day of \_\_\_\_\_, 2020.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_FAX #: \_\_\_\_\_

STATE LICENSE NO.: \_\_\_\_\_

EXECUTED BY: \_\_\_\_\_TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_DATE: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC SEAL

Bid by Corporations shall be executed hereon below:

This the \_\_\_\_\_day of \_\_\_\_\_, 2020.

CORPORATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE LICENSE NO.: \_\_\_\_\_STATE OF INCORPORATION: \_\_\_\_

EXECUTED BY: \_\_\_\_\_TITLE: \_\_\_\_\_

ATTESTED: \_\_\_\_\_TITLE: \_\_\_\_\_

CORPORATE SEAL

**CITY OF STATESVILLE, NORTH CAROLINA**  
**CONTRACT BETWEEN OWNER AND CONTRACTOR**  
**WITH PERFORMANCE & PAYMENT BONDS FOR**  
**STREET IMPROVEMENT PROJECT – DIVISION FF**

THIS CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Agreement"), is made and entered into as of the date set forth below, between the City of Statesville (the "Owner"), and **{Insert Contractor's Full Legal Name}** (the "Contractor"), a duly licensed contractor authorized and qualified to do business in North Carolina.

**Section 1.** For and in consideration of the payments and mutual promises made by the Owner and Contractor, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Contractor agrees with the Owner, at the Contractor's own proper cost and expense and with skill and diligence, to provide the labor and furnish all the materials for performance of the work (the "Work") necessary to construct and complete ready for use, **STREET IMPROVEMENT PROJECT – DIVISION FF** (the "Project") or such portion thereof as may be awarded to said Contractor, or to furnish such materials as may be awarded, as herein set forth, all in conformity with the Instructions to Bidders, Plans and Specifications, Detail of Bid Items, insurance requirements and the Contractor's proposal dated \_\_\_\_\_ attached hereto, and incorporated herein by reference, and such detailed directions, drawings, and similar information as may be given by the Owner from time to time during the construction, and in full compliance with this Agreement.

**Section 2.** The Contractor agrees to accept the sum of \$ \_\_\_\_\_ (the "Contract Sum") in full compensation for furnishing materials and for all labor in performing all the Work contemplated in this Agreement.

**Section 3.** The Contractor shall also furnish all proper and necessary assistance and access for reviewing and inspecting the Work.

**Section 4.** The Contractor agrees to substantially complete the Work within \_\_\_\_\_ (\_\_\_\_\_) calendar days following receipt of a written Notice to Proceed and to fully and finally complete the Work, including all punch list items, within \_\_\_\_\_ (\_\_\_\_\_) calendar days after Substantial Completion. Furthermore, the Owner and Contractor acknowledge that because the damages and losses to the Owner in the event of the Contractor's failure to perform the Work within the time set forth herein will be difficult to ascertain and quantify, that there will be **\$ 500.00** per calendar day assessed against the Contractor as liquidated damages for losses sustained by the Owner for the Contractor's failure to substantially complete the Work within the time established herein, and that the amount of the liquidated damages as provided herein is a reasonable estimate of the Owner's losses. The Owner will hold retainage, in accordance with the General Conditions.

**Section 5.** The Contractor agrees not to employ any incompetent or disorderly person on the Work, and will employ competent, experienced foremen to be in charge of their respective work.

**Section 6.** The Engineer, shall in all cases determine the quality and quantity of the Work, including the materials, furnished by the Contractor under this Agreement, and also shall determine all questions in relation to lines, levels, and dimensions of the work, and as to the interpretation of the plans and specifications and as to all time extension requests.

**Section 7.** The grand total of unit price extensions for the Work is \$ \_\_\_\_\_. The sum may be modified by valid change orders as provided in the Contract Documents.

**Section 8.** The Contractor agrees that the Contractor's Superintendent, Project Manager, or Foreman in charge of the Work or any part thereof, shall have authority to receive information or instructions regarding the Project and to act on behalf of the Contractor with respect to such information or instructions.

**Section 10.** The Owner may require the Contractor to furnish additional materials, and to do additional work not provided in this Agreement or in the specifications, but which may be found necessary to the proper prosecution and completion of the Work as set forth in Article 19 of the General Conditions of the Agreement (the "General Conditions"). Said General Conditions are attached hereto and incorporated by reference. **No work other than that included in this Agreement shall be done and no additional material shall be furnished by the Contractor without a written Change Order or Construction Change Directive signed by the Public Works Director or City Manager, and, if required by ordinance or resolution, approved and executed by the City Council.** In the absence of such written Change Order or Construction Change Directive, the Contractor shall not be entitled to the payment for any additional work.

**Section 11.** The Owner reserves the right to place inspectors on the Work or at the place of shipment, or delivery of materials, or at factory or works of the Contractor, to observe the quality and character of the Work performed and materials used, and the Contractor agrees to afford such inspectors all proper access and facilities for carrying out their duties.

It is agreed and understood that the right of the Owner to review or inspect the Work or materials is retained in order to secure the completion of the Work in conformity with the plans, specifications, and the contract documents, and without unnecessary inconvenience to the public, but nothing contained in the plans, specifications, and the contract documents shall be taken or understood to authorize control by the Owner of any of the Contractor's obligations, or of the means or methods for performance of the Work, or as to make the Contractor an agent of the Owner.

**Section 12.** The Contractor acknowledges and agrees that **no employee of the Owner HAS ANY POWER TO VARY THIS CONTRACT without a written Change Order or Construction Change Directive** as set forth in Article 19 of the General Conditions and that any variation from this Agreement shall be at the Contractor's own risk.

**Section 13.** The Contractor and Owner agree that this Agreement may not be assigned or transferred, including any assignment by operation of law, without the consent of the other. The assignment or transfer, including any assignment by operation of law, of any part of the Work by the Contractor shall not in any way relieve the Contractor of the Contractor's obligations, and the Owner will look to the Contractor, and not the subcontractor, for the faithful performance of the Work.

**Section 14.** The Contractor agrees to immediately remove and reconstruct at the Contractor's own expense all work or materials not in conformity with this Agreement, and any failure on the part of the Engineer or Owner to reject nonconforming work or material before the final completion and acceptance of the entire Work or material, shall not be considered an acceptance of the Work or material, or any part of it, notwithstanding that such Work or material previously may have been paid for.

**Section 15.** On the final completion of the work, the Owner shall proceed with due diligence and in accordance with the General Conditions to pay or cause to be paid within thirty (30) days thereafter the Contract Sum as modified by valid change orders signed as provided herein, less progress payments previously made, in legal tender of the United States and the acceptance of payment of such final amount shall release the Owner from all claims by the Contractor for Work done, materials furnished, or any other claims under or relating to this Agreement.

**Section 16.** The Owner may at any time require full release of all claims for materials or labor furnished for the Work and may withhold payments of amounts reasonably adequate to pay such claims until the Contractor has produced evidence reasonably sufficient to establish that such claims have been resolved.

**Section 17.** The Contractor agrees to perform the Work in such a manner as to be of least inconvenience to the Owner and public. The Contractor agrees to comply with all ordinances and regulations affecting the Work in any manner, and with all sanitary rules and regulations, taking precaution to avoid creating unsanitary conditions.

**Section 18.** The Contractor further agrees that if there is a material breach of this Agreement by the Contractor as provided in Article 29 of the General Conditions, the Owner shall have the right to notify the Contractor of the Contractor's default. Upon notification of such a default, the Contractor shall discontinue said work or such part of parts thereof as the Owner may designate, and the Owner shall thereupon have the power and the right to proceed as provided in Article 27 or other applicable provision of the General Conditions.

**Section 19.** The Contractor shall maintain worker's compensation, general and automobile liability and property damage insurance as set forth in the General Conditions. The Contractor shall indemnify and save harmless the Owner from all costs, damages, expenses, suits, actions, proceedings of every name and description in law or equity, including reasonable attorneys' fees, brought against it or its officers, agents or employees arising out of or related to the performance of the Work, arising out of or related to infringement of any patent, or due to or in consequence of any negligence or any action, error or omission of the Contractor.

**Section 20.** The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

**Section 21.** The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

**Section 22.** The Contractor shall furnish the Owner certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Owner for sales or use taxes. The Contractor shall obtain and furnish to the Owner similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Owner will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Owner of said taxes shall remain with the Owner, and the Contractor shall not be entitled to such refund.

**Section 23.** The Contractor hereby agrees that the Contractor has read each and every clause of this Agreement and fully understands the meaning of the same, and that the Contractor will comply with all the terms herein. This Agreement is to be executed in two copies, one copy to be delivered to the Contractor and the other to be retained by the Owner.

**Section 24.** This Agreement is subject to the terms of all federal, state, and local requirements for the Work whether or not such requirements are set forth in the body of this contract.

**Section 25.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

**Section 26.** This agreement may be amended or modified only by a writing signed by the Owner and Contractor.

**Section 27.** This Contract is subject to the provisions of the North Carolina General Statutes regarding the dispute resolution process. Accordingly, the following procedure shall be used to resolve any disputed issues, where the amount in controversy exceeds \$10,000, arising out of this contract or the construction process thereunder. If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiation, the Owner and Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to non-binding mediation under the construction mediation rules of the American Arbitration Association. The parties agree to exercise good faith efforts to complete any such mediation within ninety (90) days after the demand for resolution has been delivered. The work shall proceed as required by the contract documents during the pendency of any mediation or litigation. In the event a dispute cannot be resolved through non-binding mediation, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. Venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.

**Section 28. E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes.

**Section 29. Contractor's Affidavit:** The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner directly or through the Engineer an affidavit signed, sworn and notarized to the effect that all payments for materials, labor, services or subcontracted Work in connection with this Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract.

This Contract is between the City of Statesville and **{Insert Contractor's Full Legal Name}** for **Street Improvement Project – Division FF**.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

**{INSERT CONTRACTOR'S FULL LEGAL NAME}**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME & TITLE

**CITY OF STATESVILLE**

\_\_\_\_\_  
DEPARTMENT HEAD OR CITY OR MAYOR

\_\_\_\_\_  
PRINTED NAME

ATTEST BY CITY CLERK:

\_\_\_\_\_  
CITY CLERK

CITY SEAL

**City Clerk** attests date this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE