Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.concordnc.gov

September 21, 2012

Addendum # 1

Project Title:	**Franklin Avenue N.E. Sewer Main Relocation**	**Project #: 2005-091**
Project Title:	**Franklin Avenue N.E. Water line Replacement**	**Project #: 2012-032**

Bid Date: September 27, 2012 @ 2:00 PM

The following is a summary of the questions and our corresponding answers that were discussed during the mandatory Pre-Bid Meeting will be held at 1:00 PM, September 19, 2012 at the Alfred M. Brown Operations Center, 850 Warren C. Coleman Blvd., Concord, NC in conference room C.

1. In regards to the guaranteed trenchless excavation between manhole # 5 and #6, will a sub-contractor be required to bond this portion of the installation?

Answer: No, an additional bond from a sub-contractor for the guaranteed trenchless excavation is not required. The awarded contractor will have to bond all items as specified in the bid document; and assumes all legal and financial responsibilities for project. If the awarded contractor, proposes to hire a sub-contractor to install the guaranteed trenchless excavation; the City of Concord will require the awarded contactor to submit an official letter from his/her sub-contractor indicating that the trenchless excavation is guaranteed as defined in the bid documents, and that his/her sub-contractor can complete the installation for the price established in bid item 18.

2. Are additional cleanouts required on the proposed sewer service laterals?

Answer: Yes. Bid item 25 indicated additional cleanout to be added at the road right-of-way. Bid item 25 & 26 were revised to indicate that the proposed sewer service laterals are to include the clean-outs (Cos) at the road right-of-way and at other locations on the sewer service, as specified in the NC Plumbing Code.

Attached is the revised design drawing sheet 2 of 6 (revision #1 date 9/21/12) to replace the sheet 2 of 6 with seal date 9/11/2012). Sewer service lateral cleanouts were added to the proposed sewer services within the road right-of-way.

Attached is the revised Exhibit A-1 – Addendum # 1 Sewer Bid Form (Revised 9/20/12) pages 1 and 2 to replace the Exhibit A-1 Sewer Bid Form pages 1 and 2 that were distributed during the mandatory pre-bid meeting on September 19, 2012.

3. Will a plumbing permit be required for the sewer service lateral tie-ins to the existing building sewers?

Answer: Yes, the connections to the existing building sewer service lines are to be conducted by a plumber and all required permits are to be obtained by the awarded contractor's plumber. The connections and the existing sewer main conversions to a sewer service line are to comply with the NC Plumbing Code requirements. Bid item 27 indicated tie-in to Ex. SS Svc - Plumber. Bid items 27 has been revised to indicated that nineteen (19) Plumbing Tie-ins for Sewer Service Connection with Associated Appurtenances to Existing Building Sewer Line or the Existing Sewer Main that will be converted into a Building Sewer Line, include all necessary permits. Any further question regarding the plumbing requirements for the installation and completion of the proposed sewer service laterals and/or the existing sewer main conversions to sewer building services should be directed to Cabarrus County Building Inspections and carbon copied to the Rick Blat with the City of Concord.

Attached is the revised Exhibit A-1 – Addendum # 1 Sewer Bid Form (Revised 9/20/12) pages 1 and 2 to replace the Exhibit A-1 Sewer Bid Form pages 1 and 2 that were distributed during the mandatory pre-bid meeting on September 19, 2012.

4. What are the areas for access to the existing building sewer lines and possible location for the directional drilling for sewer service lateral installation?

Answer: The access to the existing building sewer lines and access for directional drilling shall be from existing sewer easements or public road right-of-way.

5. Can the sewer service lateral during directional drilling be angled to create a shallow sewer service line installation?

Answer: Yes, as long as the sewer service lateral has the minimum ground cover and a minimum positive fall per NC Plumbing code from the existing building sewer line tie-in to the proposed sewer main.

6. Can the sewer service laterals be installed by a standard bore & jack installation, in place of the proposed directional drilling method, as indicated on the drawings?

Answer: Yes; however, the sewer service laterals shall have minimum positive fall per NC Plumbing code from the existing building sewer line tie-in to the proposed sewer main. All mains and sewer lateral shall be flushed and video inspected to ensure positive fall, per WSACC& City of Concord standards.

7. If the existing sewer service lateral at the proposed tie-in location is not a standard 4-inch nominal diameter service line wills the proposed sewer service lateral need match the existing sewer service line pipe diameter?

Answer: All proposed sewer service lateral will be 4-inch nominal diameter to the proposed building sewer service tie-in point.

8. Can the proposed sewer service lateral to building # 129 be installed from Manhole #5, due to the casing pipe conflict?

Answer: The sewer lateral to building # 129 can be extended from manhole #5, as long as the sewer service lateral has the minimum ground cover and a minimum positive fall per WSACC, City of Concord and NC Plumbing code from the existing building sewer line tie-in to the proposed sewer main, (The more restrictive regulation shall apply); the sewer service lateral does cross through the adjacent properties; the sewer service lateral installation is located within the public road right-of-way, and the sewer service lateral installation within the manhole shall comply with WSACC and City of Concord technical standards.

Attached is the revised design drawing sheet 2 of 6 (revision #1 date 9/21/12) to replace the sheet 2 of 6 with seal date 9/11/2012) The proposed sewer service lateral was revised to extend from manhole # 5 to house # 129's the existing building sewer line within the existing road ROW.

9. Can the proposed sewer service lateral to building # 136 be installed from Manhole #7?

Answer: The sewer lateral to building # 136 can be extended from manhole #5, as long as the sewer service lateral has the minimum ground cover and a minimum positive fall per WSACC, City of Concord and NC Plumbing code from the existing building sewer line tie-in to the proposed sewer main (The more restrictive regulation shall apply); the sewer service lateral does cross through any adjacent properties, unless City owned; and the sewer service lateral installation within the manhole shall comply with WSACC and City of Concord technical standards.

10. Can the proposed sewer service lateral to building # 104 be installed from Manhole #4, due to the depth of the proposed sewer main in this location?

Answer: The sewer lateral to building # 104 can be extended from manhole #4, as long as the sewer service lateral has the minimum ground cover and a minimum positive fall per WSACC, City of Concord and NC Plumbing code from the existing building sewer line tie-in to the proposed sewer main (The more restrictive regulation shall apply); the sewer service lateral does cross through any adjacent properties, unless City owned; the sewer service lateral installation is located within the public road right-of-way; and the sewer service lateral installation within the manhole shall comply with WSACC and City of Concord technical standards

11. What is the pipe material of the existing 6-inch water main?

Answer: City records indicate the existing 6-inch water main pipe material is cast iron. Contractor shall field verify all water and sewer main location and pipe material, as applicable.

12. In the contract will liquidated damages be included? This information was not indicated in the contract.

Answer: Yes, liquidated damages will be added to the contract. Liquidated Damages was added on page 27 section 4b of the bid documents. This section indicates that "If selected, the contractor

shall complete all work within 150 days from notice to proceed. If this deadline is missed, the City will charge liquidated damages to the contractor. Liquidated damages for failure to meet the deadline as described in this section shall be $350.00 per calendar day."

Attached is page 27 (9/20/12 revision) to replace page 27 of the bid documents.

13. Will street closure be allowed during the proposed utility construction?

Answer: The contractor shall submit a traffic control plan to the City and obtain prior approval from the City for any proposed roadway closure. The Contractor must provide 24 hour advance notice to the local affected residences of any roadway closure. The contractor shall provide and maintain all necessary signs and traffic controls, according to the approved traffic control plans and to NCDOT and City standards. The contractor shall maintain access for the local residences, City personnel and emergency personnel at all times.

14. What is the estimated timeline for the initiation of construction after the bids are received, the contractor selected and the contracts have been processed?

Answer: The projected start of construction around mid-November, pending the outcome of the bids and processing of the contracts.

15. Will the contractor be responsible for conducting the disinfection sampling and testing during the water line testing?

Answer: The City of Concord's Water Department Laboratory Testing staff will conduct one courtesy water system disinfection sample and test. Subsequent water system disinfection sampling and testing, due to the contractor's failure to properly meet the minimum disinfection requirements, could be subject to a fee and/or be conducted at the Contractor's expense.

16. On all bid documents, as applicable, the **Franklin Avenue N.E. Water line Replacement** project number shall be deemed **2012-032**, not 2007-012; specifically on page 4, 11, 13, 14, 23, 24, 25, 26, 35, 36, 37, 38, and 39.

Attached are the revised pages 4, 11, 13, 14, 23, 24, 25, 26, 35, 36, 37, 38, and 39 (9/20/12 Revision) to replace pages 4, 11, 13, 14, 23, 24, 25, 26, 35, 36, 37, 38, and 39 of the bid documents.

17. On page 27 of the bid documents in section 5 "Term"; the term of the scope of services was revised from 120 days to 150 days, as follows: **All work as set forth in the Scope of Services in Exhibit "A-1 & 2" shall be completed within one hundred fifty (150) calendar days of the Commencement Date.**

Attached is page 18 & 27 (9/20/12 revision) to replace page 18 & 27 of the bid documents.

18. On page 23 of the bid documents in exhibit C – Special Provisions, the following conditions were added:

- In item **5**, "The utility construction shall be phased such that the access to no more than 4 homes at a time is temporarily limited due the utility construction installation activity."

- Added item **9**, "The proposed existing sewer main abandonments and portions of the conversions to building sewer service lines will have to be completed in multiple locations. The sections of the existing sewer main that are proposed to be abandoned by filling with flowable fill shall be plugged and vented such that all voids within the existing mains are filled and entrained air during the filling can be safely released. After the existing sewer mains are filled with flowable fill, the vent pipes can be cut-off at least 3-ft below existing grade and the area backfilled with compacted soil. All disturbed areas are to be stabilized in accordance with the reseeding requirements on the plans."

- Added item **10**, "The awarded contractor shall be required to provide a maintenance guarantee secured by letter of credit, surety bonds, or cash escrow, equal to 5 percent (5%) of the cost of the completed improvements, satisfactory to the City, for a period of 1 year after the completion of the project."

Attached is page 23 ((9/20/12 revision)) to replace page 23 of the bid documents.

19. On sheet 2 of 6 of the Franklin Ave. N.E. Sewer Main Relocation drawings, sewer service cleanouts were added on the proposed sewer service lateral at the edge of the road right-of-way. Additional cleanouts, not indicated on the drawings, might be required per the NC Plumbing Code.

Attached is the revised design drawing sheet 2 of 6 (revision #1 date 9/21/12) to replace the sheet 2 of 6 with seal date 9/11/2012). Sewer service lateral cleanouts were added to the proposed sewer services within the road right-of-way.

Please acknowledge the receipt of and replacement requirements for Addendum # 1 on page 14 of the bid documents and include addendum # 1 with your bid.

Sincerely,
City of Concord

Enrique Alberto Blat, PE
Deputy City Engineer

Enclosures:

- **Revised Bid Document Pages 4, 11, 13, 14, 18, 23, 24, 25, 26, 27, 35, 36, 37, 38, and 39 (9/20/12 Revision)**
- **Revised design drawing sheet 2 of 6 (revision #1 date 9/21/12)**
- **Revised Exhibit A-1 – Addendum # 1 Sewer Bid Form (Revised 9/20/12) pages 1 and 2.**

cc: Project #2007-012

ADVERTISEMENT/INVITATION TO BID

Date: September 12, 2012

Project Title: **Franklin Avenue N.E. Sewer Main Relocation** **Project #: 2005-091**

Project Description: The proposed work is generally described as follows:

The **Franklin Avenue NW Sewer Main Relocation** project includes the proposed abandonment of 1225 linear feet of 8-inch gravity sewer main with 7 manholes and associated services that will be replaced with the proposed installation of 772 linear feet of 12-inch gravity sewer main and 172 linear feet of 8-inch gravity sewer main with 10 manholes, 19 new sewer services, and associated appurtenances for the realignment and replacement of the existing gravity mains located west of Franklin Avenue and on Franklin Avenue between the intersection of Franklin Avenue and Crowell Street and north of Georgia Street, in Concord, NC.

Project Title: **Franklin Avenue N.E. Water Line Replacement** **Project #: 2012-032**

Project Description: The proposed work is generally described as follows:

The **Franklin Avenue N.E. Water Line Replacement** project includes the proposed abandonment of 430 linear feet of 12-inch and 430 linear feet of 6-inch existing water lines, 2 hydrants, 20 existing services and associated appurtenances that will be replaced with the proposed installation of approximately 24 linear feet of 12-inch water lines, 888 linear feet of 8-inch water line, 54 linear feet of 6-inch water lines, 268 linear feet of 2-inch water lines with associated fittings, 20 new water services with associated plumbing, 2 new hydrant assemblies, for the replacement of the existing water mains located west of Franklin Avenue and on Franklin Avenue between the intersection of Franklin Avenue and Crowell Street and north of Georgia Street, in Concord, NC.

Sealed Bids will be received by the City of Concord (Owner) at the address below. Please submit notarized bids in a sealed envelope by the bid opening time and date. All Bids must be in accordance with the Bidding Documents on file with the City of Concord Engineering Department. Bidders must be licensed contractors in the State of North Carolina. Bids will be received on a unit price basis. A Bid Bond must accompany each bid. The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract. Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work.

A mandatory Pre-Bid Meeting will be held at **1:00 PM, September 19, 2012** at the Alfred M. Brown Operations Center, 850 Warren C. Coleman Blvd., Concord, NC in conference room C. Prime Bidders wishing to submit bids are **required** to attend the Pre-Bid Meeting or their bids will be deemed ineligible.

W. Brian Hiatt
City Manager

Engineer: Enrique A. Blat, P.E.
City of Concord Engineering Department
Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Highway 601 S Bypass)
P O Box 308, Concord, NC 28026-0308

Bid Plans and Specification can be obtained from Duncan Parnell at 651 Church St. North, Concord NC 28025
Ph: 704-782-2625, Fax 704-782-2625, Email: concord@duncan-parnell.com Contact Duncan Parnell for bid package pricing.

Contractors wishing to bid on the project must register with Sherri Moore. via email at moores@ci.concord.nc.us to be considered on the project. All correspondence including addendums will be via email.

Technical questions: Enrique A. Blat, P.E., 704.920.5403, or 704.920.5425

Bid Due Date: **September 27, 2012 @ 2:00 PM**
Location: City of Concord, Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Hwy 601 S.)
Conference Room C, Concord, NC 28026
(See attached map/directions)

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

One copy of all pages of the BID FORM must be submitted with the Bid, as well as a Bid Bond and Debarred Firms Certification Form.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified Bid will not be accepted.

13. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security (if any) will be returned. Thereafter, that Bidder will be disqualified from further quoting on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS. Bids will be opened at the office and at the discretion of the Director of Engineering and read aloud.

The procedure for opening Bids will follow guidelines issued by the State Building Commission dated December 10, 1990, and endorsed by the Consulting Engineers Council of North Carolina.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE. All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the security (if any) prior to that date.

16. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

DEBARRED FIRMS CERTIFICATION FORM

Project Title:	**Franklin Avenue N.E. Sewer Main Relocation**	**Project #: 2005-091**
Project Title:	**Franklin Avenue N.E. Water Line Replacement**	**Project #: 2012-032**

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

_____
Name of Firm

ATTEST _____ (SEAL)

_____
Signature of Authorized Official

_____
Title

Sworn and subscribed before me this

_____ day of _____, 2012.

_____
Notary Public

BID FORM

PROJECT IDENTIFICATION:

Project Title:	**Franklin Avenue N.E. Sewer Main Relocation**	**Project #: 2005-091**
Project Title:	**Franklin Avenue N.E. Water line Replacement**	**Project #: 2012-032**

THIS BID IS SUBMITTED TO:

W. Brian Hiatt, City Manager
c/o Enrique Blat, PE, Deputy City Engineer
City of Concord
850 Warren C. Coleman Blvd., P.O. Box 308
Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bid, including without limitation those dealing with the disposition of the Bid security (if security is required by the City Manager). This Bid will remain subject to acceptance for 60 days after the day designated for reception of Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Quoting Documents within 10 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Quoting Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____ Dated_____

No. _____ Dated_____

No. _____ Dated_____

No. _____ Dated_____

No. _____ Dated_____

b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishing of Work.

ESTIMATED BASE COST	$ _____
10% CONTINGENCY	$ _____
TOTAL ESTIMATED COST	$ _____

5. **Bidder agrees that all excavation is UNCLASSIFIED.**

6. Bidder agrees that all work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 150 days from the date of notice to proceed.

7. Communications concerning this Bid shall be sent to Bid at the following address:

NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____

STATE: _____

ZIP: _____

8. The terms used in this BID, which are defined in the General Conditions of the WSACC Specifications, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER: _____

Contractor's License Number _____

License Expiration Date_____

If an Individual

By_____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, 20_____

ATTEST _____ TITLE

If a Partnership

By_____
(firm name)

EXHIBIT C
SPECIAL PROVISIONS

Project Title:	**Franklin Avenue N.E. Sewer Main Relocation**	**Project #: 2005-091**
Project Title:	**Franklin Avenue N.E. Water line Replacement**	**Project #: 2012-032**

1. There have been no subsurface studies or testing completed for this project. All excavation is considered UNCLASSIFIED.
2. Contractor shall utilize the latest edition of NCDOT Standard Specifications & Standard Drawings for roadway repair; and for utility work, the City of Concord technical standards and Water & Sewer Authority of Cabarrus County Technical Standard specification, the most restrictive requirement shall apply unless otherwise noted.
3. For pavement specifications shall be to City of Concord minimum standards or shall match the existing conditions, however, the most restrictive requirement shall apply.
4. No excavation shall remain open overnight for any reason, the site must be secure at the end of each day.
5. The contractor shall submit a traffic control plan to the City and obtain prior approval from the City for any proposed roadway closure. The Contractor must provide 24 hour advance notice to the local affected residences of any roadway closure. The contractor shall provide and maintain all necessary signs and traffic controls, according to the approved traffic control plans and to NCDOT and City standards. The contractor shall maintain access for the local residences, City personnel and emergency personnel at all times. The utility construction shall be phased such that the access to no more than 4 homes at a time is temporarily limited due the utility construction installation activity.
6. The contractor must confirm the existing roadway subgrade. Based on historic roadway data, Franklin Ave might have a concrete sub-base located under the existing asphalt surface.
7. If the contractor proposes to utilize a sub-contractor for the installation of the guaranteed trenchless excavation, as indicated in item 18 & 26 of the bid form; then the subcontractor shall guarantee the trenchless excavation to the City for the unit price listed on the bid tab item 18 & 26.
8. For the purpose of this bid, a guarantee trenchless excavation shall be defined as the installation of the steel casing pipe, carrier pipe, and associated appurtenances, as itemized in bid form item 18 & 26 and indicated in the design drawings, regardless of the soil conditions, presences or absence of rock, or any other obstacle that may be encountered. In the event that a trenchless excavation is deemed by the contractor or the contractor's sub-contractor as not possible; the contractor or the contractor's sub-contractor can propose alternative methods of installation to the City design engineer for prior approval; but in no case can the contractor or the contractor's subcontractor be eligible for any additional compensation beyond the unit price indicated in bid form item 18 & 26.
9. The proposed existing sewer main abandonments and portions of the conversions to building sewer service lines will have to be completed in multiple locations. The sections of the existing sewer main that are proposed to be abandoned by filling with flowable fill shall be plugged and vented such that all voids within the existing mains are filled and entrained air during the filling can be safely released. After the existing sewer mains are filled with flowable fill, the vent pipes can be cut-off at least 3-ft below existing grade and the area backfilled with compacted soil. All disturbed areas are to be stabilized in accordance with the reseeding requirements on the plans.
10. The awarded contractor shall be required to provide a maintenance guarantee secured by letter of credit, surety bonds, or cash escrow, equal to 5 percent (5%) of the cost of the completed improvements, satisfactory to the City, for a period of 1 year after the completion of the project.

NOTICE OF AWARD

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

Project Title: **Franklin Avenue N.E. Sewer Main Relocation** **Project #: 2005-091**
Project Title: **Franklin Avenue N.E. Water line Replacement** **Project #: 2012-032**

You are hereby notified that the bid submitted by you for the above named project in response to the City of Concord's Invitation to Bid dated **September 12, 2012** in the amount of

_____ and _____/100 DOLLARS

($_____) has been accepted.

You are hereby required to execute the formal AGREEMENT with the City of Concord City Council and to furnish any and all Contractor's Bond(s), Certificate of Insurance and Power of Attorney(s) along with other documents pertaining to the work as designated by the City of Concord.

If you fail to execute said AGREEMENT and to furnish this and any other required documents pertaining to the work within ten (10) days from the date of delivery of this NOTICE OF AWARD, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and to award the work covered by your proposal to another, or to re-bid the work or otherwise dispose thereof as the Owner may see fit.

Dated this the _____ day of _____, 20_____

City of Concord, North Carolina

By: _____

Title: City Manager

CONTRACTOR

By: _____

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the ____ day of _____, 20____.

NOTICE TO PROCEED

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

Project Title: **Franklin Avenue N.E. Sewer Main Relocation** **Project #: 2005-091**
Project Title: **Franklin Avenue N.E. Water line Replacement** **Project #: 2012-032**

Contract Amount: _____and___/100 DOLLARS

($_____).

You are hereby notified to commence work on or before the _____ day of _____, 20___, pending acceptance of your Certificate of Insurance and any other required documents, and are to fully complete the work by the _____ day of _____, 20___.

Your project final completion date is therefore the _____ day of _____, 20___, and as set forth in the above named project's schedule unless an extension is granted by the City of Concord Director of Engineering in writing.

City of Concord, North Carolina

By: _____

Title: City Manager

Dated this the ____ day of _____, 20___.

STANDARD FORM CONSTRUCTION CONTRACT

This contract is made and entered into as of the ___ day of _____, 20____, by the City of CONCORD ("City") and _____ ("Contractor"), (x) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Project Title: **Franklin Avenue N.E. Sewer Main Relocation** **Project #: 2005-091**
Project Description: The proposed work is generally described as follows:

The **Franklin Avenue NW Sewer Main Relocation** project includes the proposed abandonment of 1225 linear feet of 8-inch gravity sewer main with 7 manholes and associated services that will be replaced with the proposed installation of 772 linear feet of 12-inch gravity sewer main and 172 linear feet of 8-inch gravity sewer main with 10 manholes, 19 new sewer services, and associated appurtenances for the realignment and replacement of the existing gravity mains located west of Franklin Avenue and on Franklin Avenue between the intersection of Franklin Avenue and Crowell Street and north of Georgia Street, in Concord, NC.

Project Title: **Franklin Avenue N.E. Water Line Replacement** **Project #: 2012-032**
Project Description: The proposed work is generally described as follows:

The **Franklin Avenue N.E. Water Line Replacement** project includes the proposed abandonment of 430 linear feet of 12-inch and 430 linear feet of 6-inch existing water lines, 2 hydrants, 20 existing services and associated appurtenances that will be replaced with the proposed installation of approximately 24 linear feet of 12-inch water lines, 888 linear feet of 8-inch water line, 54 linear feet of 6-inch water lines, 268 linear feet of 2-inch water lines with associated fittings, 20 new water services with associated plumbing, 2 new hydrant assemblies, for the replacement of the existing water mains located west of Franklin Avenue and on Franklin Avenue between the intersection of Franklin Avenue and Crowell Street and north of Georgia Street, in Concord, NC.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide abandonment of the existing water and sewer mains and the installation of the new water and sewer mains with associated appurtenances as described in section 1 at the charges set forth either in this paragraph or in Exhibit "A-1 & 2". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.
In this contract, "services" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as described in this paragraph below OR as described in Exhibit "A-1 & 2" attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this contract or in a duly-approved change order.

Sec. 4a. Retainage. The City shall withhold no retainage on Contracts having a "total project cost" of less than $100,000.00. The City may withhold retainage on contracts having a total project cost between $100,000 and $200,000. The City shall withhold retainage on contracts whose total project cost exceeds $300,000.
When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing

by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor's performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Sec. 4b. Liquidated Damages. If selected, the contractor shall complete all work within 150 days from notice to proceed. If this deadline is missed, the City will charge liquidated damages to the contractor. Liquidated damages for failure to meet the deadline as described in this section shall be $350.00 per calendar day.

Definitions:
"Total Project Cost": Total value of the Contract and any approved change orders or amendments.
"Project Fifty Percent Complete": When the Contractor's gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term. The Contractor shall commence work within **ten (10) working days** of the date of its receipt of written Notice to Proceed from the City. The date that is **ten (10) working days** from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A-1 & 2" shall be completed within **one hundred fifty (150) calendar days** of the Commencement Date. The date that is **one hundred fifty (150) calendar days** from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A-1 & 2." The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A-1 & 2".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit "A-1 & 2". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month in order to expedite payment. Upon receipt of the request the City Purchasing Agent shall verify the amounts and if correct forward the request to the Accounts Receivable Division of the Finance Dept. Final payment on the contract shall be made in 45 days, except in the case of retainage. Within 60 days after the submission of the final pay request, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

Coverage		Minimum Limits
Workers' Compensation		$100,000 each accident, $100,000 bodily injury by disease, $500,000 bodily injury by disease policy limit
General Liability	☐	$500,000 per occurrence if contract does not exceed 30 days and does not exceed $25,000; otherwise,
	☐	$1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability	☐	$500,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise,
	☐	$1,000,000 per occurrence
Umbrella	☐	$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise,
	☐	$2,000,000

Engineering's Application For Payment Form

Project Title: Franklin Avenue N.E. Sewer Main Relocation Project #: 2005-091
Project Title: Franklin Avenue N.E. Water line Replacement Project #: 2012-032

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE	QUANT. THIS EST.	TOTAL THIS EST.	QUANT. PREV. EST.	TOTAL PREVIOUS	QUANT. TO DATE	TOTAL TO DATE	QUANT. DIFF.	TOTAL DIFF.
1			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
2			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
3			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
4			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
5			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
6			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
7					$ -		$ -		$ -	0.00	$ -	0.00	$0.00
8			EA		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
9			LBS		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
10			SF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
11			SF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
12			LF		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
13													
a			EA		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
b			EA		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
c			EA		$ -		$ -		$ -	0.00	$ -	0.00	$0.00
Add 1			EA				$ -		$ -	0.00	$ -	0.00	$0.00
Add 2			LS				$ -		$ -	0.00	$ -	0.00	$0.00
Add 3			LF				$ -		$ -	0.00	$ -	0.00	$0.00
Add 4			SY				$ -		$ -	0.00	$ -	0.00	$0.00
Add 5			SY				$ -		$ -	0.00	$ -	0.00	$0.00
	Base Bid $				$ -		$ -		$ -		$ -		$0.00
	10 % Contingency $				$ -								$ -
	Total Base Bid $				$ -								$0.00

CITY OF CONCORD

CONCORD, NORTH CAROLINA

CONTRACT CHANGE ORDER

Date:_____

Project Title:	**Franklin Avenue N.E. Sewer Main Relocation**	**Project #: 2005-091**
Project Title:	**Franklin Avenue N.E. Water line Replacement**	**Project #: 2012-032**

Owner: **City of Concord** **Change Order No.**

To:

(CONTRACTOR)

Account No.

Purchase Order No.

You are hereby requested to make the following changes in this Contract to comply with the provisions of the attached and/or the original Contract Documents.

Item No.	Description of Changes	Additions	Deductions
		$0.00	$0.00

Original Contract Amount

Net Changes by Previous Change Orders

Net Changes this Change Order **$0.00**

New Contract Amount **$0.00**

The Contract Time will be _____ by _____ calendar days.

The Completion Date as of this Change Order is:

Accepted: **(Contractor)**

By: **Date:**

Accepted: **CITY OF CONCORD**

By: **Date:**

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

By: **Date:**

Finance Director

CERTIFICATE OF INFRASTRUCTURE COMPLETION

Project Title: Franklin Avenue N.E. Sewer Main Relocation	**Project #: 2005-091**
Project Title: Franklin Avenue N.E. Water line Replacement	**Project #: 2012-032**
CONTRACTOR NAME & ADDRESS:	**OWNER NAME & ADDRESS:**
MISCELLANEOUS INFORMATION:	
INSPECTOR:	

The following items have been inspected, reviewed and found to be complete in substantial accordance with the approved plans and specifications. The dates of completion are those agreed upon by the City of Concord when all construction work and testing was completed. These dates DO NOT initiate the start of any warranty periods of said items(s). Warranty periods shall begin as specified on the CERTIFICATE OF FINAL COMPLETION.

Stormwater System	Approved: _____ Date: _____
Curb & Gutters	Approved: _____ Date: _____
Sanitary Sewer	Approved: _____ Date: _____
Potable Water	Approved: _____ Date: _____
Street Paving	Approved: _____ Date: _____
Sidewalks	Approved: _____ Date: _____
Other	Approved: _____ Date: _____

FIELD ORDER

CITY OF CONCORD
ENGINEERING DEPARTMENT
Post Office Box 308
Concord, North Carolina 28026-0308

Project Title: **Franklin Avenue N.E. Sewer Main Relocation** **Project #: 2005-091**
Project Title: **Franklin Avenue N.E. Water line Replacement** **Project #: 2012-032**

FIELD ORDER NO _____ **CONTRACT** _____ **DATE** _____

PROJECT _____

LOCATION _____

a) TO: _____

_____

THIS ORDER AUTHORIZES YOU TO PROCEED WITH THE ALTERATIONS AND/OR ADDITIONS TO THE WORK AS DESCRIBED HEREIN, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF OUR STANDARD FORM OF CONTRACT.

DESCRIPTION OF WORK: _____

_____
_____
_____
_____

☐ QUOTATION RECEIVED AND APPROVED BY THE CITY OF CONCORD.

☐ QUOTATION NOT RECEIVED. PLEASE FURNISH QUOTATION IMMEDIATELY TO THE CITY OF CONCORD FOR CHECK AND APPROVAL.

☐ TIME AND MATERIAL BASIS. FURNISH TIME AND MATERIAL REPORTS DAILY TO THE CITY OF CONCORD FOR VERIFICATION AND SIGNATURE.

☐ OTHER _____

AUTHORIZED BY: _____

NORTH
CAROLINA
SALES TAX
REPORT

OWNER: _____ CONTRACTOR: _____

Project Title: Franklin Avenue N.E. Sewer Main Relocation
Project #: 2005-091
Project Title: Franklin Avenue N.E. Water line Replacement
Project #: 2012-032 PURCHASE ORDER: _____

DATE	VENDOR NAME	INVOICE NO.	NET INVOICE AMOUNT	STATE TAX AMOUNT	COUNTY TAX AMOUNT	SPECIAL COUNTY TAX	COUNTY PAID
TOTAL							

I certify that the above listed vendors were paid sales tax upon purchases of materials during the period covered by the Construction Estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials above became a part of or is annexed to the building or structure being erected, altered or repaired.

_____
Contractor or Subcontractor Name (PRINT)
Signature: _____
Name (print): _____
Title: _____

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, ____.

_____
NOTARY PUBLIC

MY COMMISSON EXPIRES ON: _____

EXHIBIT A-1 - ADDENDUM # 1
SEWER BID FORM
Franklin Ave. Sewer Replacement PROJECT #2005-091

No.	Item	Units	Quantity	Unit Price	Item Total
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
	Sewer Lines				
	12-inch DIP (722')				
3	6' - 8' - depth	LF	161		
4	8'-10'- depth	LF	102		
5	10'-12'- depth	LF	66		
6	12'-14'- depth	LF	62		
7	14'-16'- depth (w/ 50 ln.ft. Accounted in Dry Bore (See Item #18))	LF	50		
8	16'-18'- depth	LF	97		
9	18'-20' - depth	LF	115		
10	20' - 22' - depth	LF	69		
	8-inch DIP (172')				
11	0'-6'- depth	LF	39		
12	6'-8'- depth	LF	24		
13	8'-10'- depth	LF	25		
14	10'-12'- depth	LF	26		
15	12'-14'- depth	LF	19		
16	14'-16'- depth	LF	14		
17	16'-18'- depth	LF	25		
18	24" Diameter by 0.25" Thick Steel Casing Pipe with 50 Lin. Ft. 12"restrained Ductile Iron Carrier Pipe and asociated appurntenaces Installed by guaranteed trenchless excavation	LF	50		
19	5' Dia. Manhole w/ ring & cover (Inside Drop)- MH #1, #2, #3, #4, #5, #6, #9 & #10	EA	8		
20	4' Dia. Manhole w/ ring & cover- MH #7 & #8	EA	2		
21	Additional Depth of 5' Dia. Manhole(s)	VF	49		
22	Additional Depth of 4' Dia. Manhole(s)	VF	6		
23	Abandon Existing 8" Sewer Line- Flowable Fill	LF	1225		
24	Abandon Existing MH- Backfill & Material Disposal	EA	7		
25	Sewer Service Lateral Extension from Proposed Sewer Main to Existing Building Sewer Service Line or Existing Sewer Main, as indicated on plans (Complete) All Proposed Sewer Service Laterals to include COs at Road ROW and at other locations on the sewer service as specified in NC Plumbing Code	EA	19		

EXHIBIT A-1 - ADDENDUM # 1
SEWER BID FORM

26	Directional Drill Prop. Services (6 Properties - Complete) All Proposed Sewer Service Laterals to include COs at Road ROW and at other locations on the sewer service as specified in NC Plumbing Code	LF	600		
27	Plumbing Tie-ins for Sewer Service Connection with Associated Appurtenances to Existing Building Sewer Line or the Existing Sewer Main that will be converted into a Building Sewer Line, include all necessary permits. (Complete.)	EA	19		
	Erosion Control				
28	Silt Fence	LF	1200		
29	Temp. Rock Check Dams	EA	3		
30	Inlet Protection	EA	6		
31	Stone Outlet	EA	3		
32	Seeding and Mulching	SY	1600		
33	Erosion Control Matting	SY	200		
34	Filter Fabric for Rip-Rap/Boulder Placement	SY	34		
35	Boulders for Stream/Ditch Bank Stabilization and step pool, 300 lbs or greater	TN	40		
	Asphalt / Driveway Repair- AVG. 7' Wide Trench				
36	Surface Course 2" S9.5B	TN	87		
37	Intermediate Course 2.5" I19.0B	TN	86		
38	Base Course 3" B25.0B	TN	103		
39	Standard Curb Replacement	LF	100		
40	Stone Driveway Replacement/Repair- 3" ABC	TN	40		
41	Concrete Driveway Replacement/Repair, As Required	SY	9		
	Miscellaneous				
42	Relocate Water Meter	EA	1		
43	Wooden Fence Replacement/Reset	LF	105		
44	Chain Link Fence Replacement/Reset	LF	50		
45	5' Sidewalk Repair/Replacement	LF	25		
46	24" RCP Storm Pipe Crossing Repair/Replace, If Required	LF	10		
47	Structural Fill Material	Cu Yd	1700		
48	ABC Stone	TON	465		
	Roadway Milling & Overlay				
49	Surface Course 1.5" S 9.5 B	TN	230		
50	Milling 1.5"per sq. yd.	SY	2480		
	SEWER BASE BID				