Concord
NORTH CAROLINA
High Performance Living

850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

June 11, 2014

To: Interested Contractors - Quoting Guardrail Installation and Repairs Contract No. GR-15.

Subject: **ADDENDUM No. 1**

Please note the following:

Quoting Documents (all pages) – Replace all pages with new pages posted on the City Web site after June 11, 2014.

Sincerely,
CITY OF CONCORD

J. K. Wilson, III, P.E.
Transportation Director

JKW/plg

cc: Contract File –

Concord
NORTH CAROLINA
High Performance Living

850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

June 6, 2014

To: Interested Guardrail Contractors

SUBJECT: Guardrail Installation and Repairs Contract No. GR-15
Solicitation of Quotes

The City of Concord is soliciting quotes for the installation, replacement, removal, relocation, and /or reinstallation of guardrails, as needed, on City maintained streets for FY 15. Enclosed is a set of Quoting Documents for your information and further details with regards to this work. If interested, please provide us with your signed quote in a sealed envelope by the date specified in General Conditions, Quote Form, and Debarred Firms Certification Form – Exhibit "F".

Thank you for your consideration and if you have any questions with this quote request, please call me at 704-920-5362, Mr. Lex Patterson at 704-920-5363, or Mr. Phillip Graham at 704-920-5338.

Sincerely,
CITY OF CONCORD

J. K. Wilson, III, P.E.,
Transportation Director

JKW/lmp

Enclosure

cc: Project File: Contract No. GR-15
Judy Cox, Executive Secretary
Sid Talbert, Purchasing

Concord
NORTH CAROLINA
High Performance Living

Guardrail Installation and Repairs
Contract No. GR-15

TRANSPORTATION DEPARTMENT

P.O. Box 308 - 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
(704) 920-5300

STANDARD FORM CONSTRUCTION CONTRACT
Guardrail Installation and Repairs Contract No. GR-15

This contract is made and entered into as of the Notice to Proceed Date specified on EXHIBIT J, 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 North Carolina.

Sec. 1. Background and Purpose. This contract is for the installation, replacement, removal, relocation, and /or reinstallation of guardrails, as needed, on the rights-of-way of City maintained streets located within the City of Concord, North Carolina.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide performing installation, replacement, removal, relocation, and /or reinstallation work on City maintained guardrails, as needed and at the various locations in the City of Concord as designated by the Transportation Department including non-emergency mobilizations, emergency mobilizations, all labor including special subcontracting, permits and licenses, handwork, fabrications, welding, field and shop curving of rails, tools, equipment, drillings, excavations, fill, stabilizations, tamping, all materials, miscellaneous hardware, consumables, paints and coatings, retroreflective striping, weed control chemicals and other items and incidentals, concrete, traffic and pedestrian control safety operations, site security, removals, removals and resetting, hauling operations, cleanup, and disposal(s), touch-up repairs, seeding and mulching, etc., and all else required to complete the work to the satisfaction of the Director and the City in accordance with this contract at the charges set forth either in this paragraph or in Exhibit "A". 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" 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 $300,000. 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.

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 on the Notice to Proceed Date specified on EXHIBIT J "Commence Date" and end at June 30, 2015 "Completion Date". All work as set forth in the Scope of Services in Exhibit "A" shall be completed between the "Commencement Date" and the "Completion Date". Any portion of the work that is specified and directed by the City to Contractor to be complete on a date before the "Completion Date" shall made in writing between the City and Contractor. Scheduling and coordination for such portion(s) of the work shall be in accordance with "Exhibit "G". Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date or other specified and directed date(s) for completion of a portion of the work as scheduled between the City and Contractor, 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." The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date or other specified and directed date for completion of a portion of the work as scheduled between the City and Contractor . 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".

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". 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 each employee, $500,000 bodily injury by disease policy limit
General Liability	$1,000,000 per occurrence regardless of the contract size
Automobile Liability	$1,000,000 per occurrence regardless of the contract size
Umbrella	☐ $1,000,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise,
	☒ $2,000,000

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

Sec. 8. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all loses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except Workers' Compensation and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

C. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the work.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City - owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor s expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice,

(2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and

(3) Enforce all warranties for the benefit of the City, if directed to do so by the City

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 11. **Attachments.** 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.

The following attachments are made a part of this contract and incorporated herein by reference:

(a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
(b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
(c) Exhibit "C" – Tax Form(s).
(d) Exhibit "D" - Certificate of Insurance.
(e) Exhibit "E" – Finance Forms
(f) Exhibit "F" – Bond Forms (if required).
(g) Exhibit "G" – General Conditions, Specifications, Quote Form and Debarred Firms Certification Form.
(h) Exhibit "H" – Special Provisions and Conditions.
(i) Exhibit "I" – Minority Business Forms.
(j) Exhibit "J" – Notice of Award.
(k) Exhibit "K" – Notice to Proceed.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 12. **Notice.** (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:		To the Contractor:
J. K. Wilson, III, PE	Legal Department	_____
City of Concord	c/o City of Concord City Attorney	_____
P.O. Box 308	PO Box 308	_____
Concord, NC 28025	Concord, NC 28026	_____
Fax Number: (704) 795-0404		_____

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 13. **Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties,

settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(The following section applies to construction contracts only if amount is over $50,000)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a letter from your banker or stockbroker stating that cash, certified checks or government securities in the amount of this Contract will be submitted. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Contract, and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performance labor for which a contractor or subcontractor is liable.

Sec. 17. Dispute Resolution. It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. The amount in controversy shall be at least $15,000.00 before this dispute resolution procedure may be used. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

This Section 17 does not apply to:

(a) The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or

(b) The erection, construction alteration or repair of a building when the cost of such building is $300,000 or less.

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules ("Rules"), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(F1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.

b. *Construct* or *construction* refers to and includes the erection, construction, alteration or repair of the Project.

c. *Party* or *Parties* refers to the parties listed in Section 16.4.

d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of $15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed $15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating

party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

By: _____
City Manager

Date: _____

ATTEST BY:

_____
City Clerk

APPROVED AS TO FORM:

_____
Attorney for the City of Concord

_____
(Typed or Printed Legal Name of Contractor)

By: _____
Signature of President/Vice President/Manager/Partner

Printed Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

_____
Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____ dated as shown in the Notice to Proceed Date specified on EXHIBIT " J".

Scope of Services:
The Contractor shall provide performing installation, replacement, removal, relocation, and /or reinstallation work on City maintained guardrails, as needed and at the various locations in the City of Concord as designated by the Transportation Department including non-emergency mobilizations, emergency mobilizations, all labor including special subcontracting, permits and licenses, handwork, fabrications, welding, field and shop curving of rails, tools, equipment, drillings, excavations, fill, stabilizations, tamping, all materials, miscellaneous hardware, consumables, paints and coatings, retroreflective striping, weed control chemicals and other items and incidentals, concrete, traffic and pedestrian control safety operations, site security, removals, removals and resetting, hauling operations, cleanup, and disposal(s), touch-up repairs, seeding and mulching, etc., and all else required to accomplish the work to the satisfaction of the Director and the City. All work and materials shall meet and be in accordance with the with the plans and provisions of the Standard Specifications, Standard Drawings, the Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, and the North Carolina Department of Labor. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

Fee for Scope of Services:

The fee for services shall not exceed **$11,000** and shall be based on a unit cost format, whereby the quantities of items satisfactorily installed, verified, and accepted by the Director or his designated representative(s) shall be the actual quantities that are used in determining the basis of payment. Payment at the unit prices for the various items listed on the Quote Form will be full compensation for all the items covered by the work. In no case will the total amount paid to the Contractor exceed the not to exceed amount indicated above. Invoices shall be directed to: City of Concord Attention: Mr. J. K. Wilson, III, PE Transportation Director, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause or have the potential to cause a cost overrun; the Contractor will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates: Historical cost data, engineering judgment and the approved FY 15 Budget Ordinance by the City of Concord City Council for such work.

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

****

I, _____(the individual signing below), being duly authorized by and on behalf of

_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.

3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or b. NO _____.

4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.

5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20___.

_____

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20___.

My Commission Expires:

_____ _____

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "D"

CERTIFICATE OF INSURANCE

Concord
NORTH CAROLINA
High Performance Living

EXHIBIT "E"

FINANCE FORMS

TRANSPORTATION DEPARTMENT

P.O. Box 308 - 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5362

CITY OF CONCORD VENDOR INFORMATION FORM

CITY OF CONCORD
Purchasing Division
850 Warren C. Coleman Blvd. South
P. O. Box 308
Concord, NC 28026-0308
Phone: 704-920-5441 Fax: 704-785-8856

LEGAL NAME OF COMPANY/CORPORATION:_____

DBA/DOING BUSINESS AS(IF DIFFERENT FROM LEGAL NAME)_____

ARE YOU A NORTH CAROLINA CORPORATION? YES_____ NO_____IF NOT, ARE YOU REGISTERED TO DO BUSINESS IN NORTH CAROLINA? YES_____NO_____

CITY OF CONCORD BUSINESS PRIVILEGE LICENSE NUMBER:_____NOTE: FOR INFORMATION REGARDING PRIVILEGE LICENSE OR PRIVILEGE LICENSE FORM, CONTACT CITY OF CONCORD TAX OFFICE: 704-920-5216

NOTE: ALL OF THE ABOVE WILL BE REQUIRED FIELDS IN ORDER TO ESTABLISH A VENDOR NUMBER AND TO RECEIVE PAYMENT FOR ANY GOODS OR SERVICES

FEDERAL TAX ID#_____SOCIAL SECURITY # IF INDIVIDUAL_____ _____ _____

FOR OUT OF STATE VENDORS, PROVIDE N.C.SALES TAX NUMBER_____

QUOTATION ADDRESS:_____COUNTY_____

MAILING ADDRESS (PURCHASE ORDERS)_____

REMITTANCE ADDRESS_____

INVOICE PAYMENT TERMS_____DISCOUNT,IF YES,EXPLAIN_____

MANAGER:_____PHONE:_____FAX:_____

SALES REPRESENTATIVE:_____PHONE_____FAX:_____

CONTACT PERSON:_____PHONE:_____FAX:_____

ACCOUNTS RECEIVABLE CONTACT:_____PHONE:_____FAX:_____

TYPE OF DISTRIBUTOR_____PRODUCTS/SERVICES OFFERED:_____

E-VERIFY EMPLOYER: APPLICABLE_____OR EXEMPT____ (LESS THAN 25 EMPLOYEES)
ALL VENDORS MUST SUBMIT AFFIDAVIT AND RETURN WITH THIS FORM.

For more information: visit the City's web site at
http://www.concordnc.gov/departments/finance/purchasing

FOR CITY USE BELOW:

PERSON SUBMITTING FORM:_____DATE:_____

RECEIVED IN PURCHASING BY:_____DATE:_____

FOR VENDOR INFORMATION CHANGE ONLY, OR NOTES, PROVIDE BELOW:

Concord
NORTH CAROLINA
High Performance Living

26 Union Street South, P.O. Box 308, Concord, NC 28026 - concordnc.gov

DATE: July 1, 2014

SUBJECT: PRIVILEGE LICENSE REMINDER

VENDOR NAME_____

VENDOR FAX NUMBER_____

VENDOR EMAIL ADDRESS_____

VENDOR ATTENTION NAME:_____

Please note: Our fiscal year ends on June 30th. Our new year begins July 1st. All privilege license fees need to be paid prior to the beginning of the new year. If the license has not been renewed, this could affect the issuance of purchase orders, and or invoice payment processing. Please contact the City of Concord tax office at 704-920-5216 if you have any questions or have not received your renewal notice.

CITY OF CONCORD DEPARTMENT - TRANSPORTATION

DEPARTMENT CONTACT – J.K. WILSON, III, PE or RANDY SHUE

TELEPHONE – 704-920-5362 or 704-920-5387

Note: Please disregard if you have prior receipt of this notice.

NORTH CAROLINA SALES TAX REPORT

OWNER: CITY OF CONCORD CONTRACTOR: _____

PROJECT: CONTRACT No. GR-15 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 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 COMMISSION EXPIRES: _____

FIN/AP/30
Revised 6/14/05

City of Concord
Post Office Box 308
Concord, North Carolina 28026-0308

For Office Use Only:
Charge to P.O. #_____
Due _____

PROJECT: #CONTRACT GR-15 **DESCRIPTION:** **Guardrail Installation and Repairs**

Date Notice to Proceed: _____
Completion Date: _____
Days Remaining in Contract: _____
Percent Work Complete: _____
Percent Time Complete: _____
Percent Payment Complete: _____

APPLICATION FOR PAYMENT NO. _____ SHEET NO. _____ OF

PERIOD FROM:_____ TO: _____

CERTIFICATE OF THE CONTRACTOR

To the best of my knowledge and belief, I certify that this periodical estimate is correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the undersigned contractor and the City of Concord.

GROSS AMOUNT OF PARTIAL PAYMENT ----------$ _____

LESS: RETAINAGE AT _____ PERCENT ----$ _____
PREVIOUS PAYMENT ----------$ _____
LIQUIDATION DAMAGES
_____ DAYS @ $ _____ ----------$ _____
OTHER DEDUCTIONS:
_____ ----------$ _____
_____ ----------$ _____

TOTAL DEDUCTIONS ----------$ _____

NET AMOUNT DUE THIS ESTIMATE ----------$ _____

Name of Contractor: _____ Address: _____

Signed:_____ Title:_____ Date: _____

CERTIFICATE OF CONSTRUCTION ADMINISTRATOR/ENGINEER

I certify that I have verified this periodical estimate and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied under the contract.

Consultant Engineer:_____ Date: _____

Construction Administrator:_____ Date: _____

APPROVED AND PAYMENT RECOMMENDED:

CITY OF CONCORD

Signed:_____ Title:_____ Date: _____

FIN/AP/31
Revised 03/14/07

Concord
NORTH CAROLINA
High Performance Living

EXHIBIT "F"

PERFORMANCE & PAYMENT BONDS NOT REQUIRED THIS CONTRACT

TRANSPORTATION DEPARTMENT

P.O. Box 308 – 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5362

TRANSPORATION DEPARTMENT

EXHIBIT "G"
GENERAL CONDITIONS, QUOTE FORM,
and DEBARRED FIRMS CERTIFICATION FORM
Solicitations of Quotes for the
Guardrail Installation and Repairs Contract No. GR-15

The City of Concord Transportation Department is soliciting quotes for the installation and repair of guardrails within the rights-of way of public streets in the City of Concord, North Carolina under its jurisdictional maintenance responsibility as further described below. If you wish to place a quote on this work, please fill out the quoting sheet that is attached and return the quote at the address listed below.

1) Definitions:

City – the City of Concord, North Carolina
Contract – the executed agreement between the City of Concord and the successful Quoter, covering the performance of the work and the compensation therefore. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein, and shall specifically include, but not be limited to, the quote form, the printed contract form and all attachments thereto, the contract bonds, insurance forms, the plans, the Standard Specifications and all supplemental specifications thereto, the general conditions, and all executed supplemental agreements, all of which constitute one instrument.
Contractor – the Contractor named in the contract documents.
Director – City of Concord Transportation Director or his designated representative(s).
OSHA - Occupational Safety and Health Administration.
NCDOL – North Carolina Department of Labor
Proposal requirements – the legal and procedural documents, any general and special provisions, together with modifications thereof, and Standard Specifications requirements, with all addenda thereto.
Standard Drawings - North Carolina Department of Transportation Raleigh, "Highway Design Branch Roadway Standard Drawings" Latest Ed.
Standard Specifications – North Carolina Department of Transportation Raleigh, "Standard Specifications for Roads and Structures", Latest Ed. and the "Highway Design Branch Roadway Standard Drawings" Latest Ed.
Subcontractor – any person, firm, partnership, corporation, with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes materials.
Transportation Department – City of Concord Transportation Department
Work – the entire completed service or the various, separately identifiable parts, labor, material or requirement thereof needed to perform such under the Contract Documents to the satisfaction of the City.

2) Work / Project Information: Guardrail Installation and Repairs Contract No. GR-15: The work includes but is not limited to the selected Contractor performing installation, replacement, removal, relocation, and /or reinstallation work on City maintained guardrails, as needed and at the various locations in the City of Concord as designated by the Transportation Department including non-emergency mobilizations, emergency mobilizations, all labor including special subcontracting, permits and licenses, handwork, fabrications, welding, field and shop curving of rails, tools, equipment, drillings, excavations, fill, stabilizations, tamping, all materials, miscellaneous hardware, consumables, paints and coatings, retroreflective striping, weed control chemicals and other items and incidentals, concrete, traffic and pedestrian control safety operations, site security, removals, removals and resetting, hauling operations, cleanup, and disposal(s), touch-up repairs, seeding and mulching, etc., and all else required to accomplish the work to the satisfaction of the Director and the City. All work and materials shall meet and be in accordance with the with the plans and provisions of the Standard Specifications, Standard Drawings, the Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, and the North Carolina Department of Labor. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

   All Quoters shall have in their possession or available to them by formal agreement at the time of quoting - trucks, equipment, fabricating machines, material, consumables and accessory items, and any other such equipment, resources, and materials that are necessary to perform the work in a satisfactory manner as outlined in these specifications. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed and the work repaired or re-executed at no cost to the City.

3) Contract Administration: The general responsibility for the administration of this contract will be done by the Director or his representative. All work, reports, and requests for payment shall be subject to inspection and evaluation by the Director or his representative at any time.

   The Director acting directly or through his duly authorized representatives will decide all questions which may arise as to the quality and acceptability of the 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. The Director's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders if the Contractor fails to carry out promptly.

   The Contractor will be required to obtain written approval from the Director for any subcontract work performed on this project prior to the subcontracted work being performed.

4) Specified Times of the Contract, Working Hours, Schedules, Reports, and Supervision:
   The Notice to Proceed - Commencement Date (Date of Availability) for this Project is projected to be July 1, 2014. This contract expires on June 30, 2015 Completion Date. The Contractor's quote shall remain in effect for one year. At the option of the City, this contract may be extended, with the consent of the Contractor for an additional year. The Director will notify the Contractor, in writing, by May 1, 2015 if the contract may be extended. The Contractor must notify the Director, in writing by May 15, 2015 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be perceived as a rejection of the proposed contract extension. No work will be permitted and no authorization will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The Contractor shall be ready to perform work operations as soon as possible after the issuance of the Notice to Proceed, but in no event delay the onset of work operations later than fourteen (14) calendar days of delivery of said City Purchase Order Number / Notice to Proceed. 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 this Contract as provided by the Director by the completion date. When working non-emergency, scheduled work, the Contractor will be required to begin work within thirty (30) calendar days after notification from the City on all such work included in this Contract. The Contractor will be required to maintain working hours from 9:00 AM to 4:00 PM with a ½ hour unpaid lunch allowance unless otherwise modified by the Director. All work shall be accomplished in a continuous manner once the Contractor begins. Non-emergency mobilizations that are planned and scheduled in the course of the work shall be considered incidental to the contract unit prices of all quoted items.

Where there is an imminent hazard to the traveling public, an Emergency Notice request will be called in to the Contractor by the Director or his representative. A five hundred dollar ($500) Emergency Notice fee will be paid to the Contractor for mobilization and work to mitigate the emergency, imminent hazard is made within 12-hrs. If the Contractor fails to respond to the Emergency Notice request within the specified time frame, the compensation cost shall be forfeited.

The Contractor will, at no cost to the City, notify the Director within forty-eight (48) hours in advance of beginning planned work and thereafter schedule and coordinate with the Director or his designee regarding such work for locations, to obtain approval and request for cooperative efforts by the City and any affected agency (i.e. Cabarrus County Schools, City and non-City public utilities, etc.), and establish start and completion dates for portions of this work. The Contractor shall give the Director or his designee sufficient notice of all operations for any sampling, inspection or acceptance testing required.

Outside of emergency conditions and only as coordinated and approved by the Director, Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall at all times be responsible for the supervision, conduct, and discipline of his employees and/or Subcontractors and persons employed by said Subcontractors. All foremen and workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Along with being appropriately clothed and outfitted to perform the work in a safe manner, contract personnel shall maintain a neat and clean appearance. Contract equipment shall be clearly identified with the name of the company. Any foreman or workman, who in the opinion of the Director, that does not perform his work in a skillful and diligent manner, or who acts in a disorderly or intemperate manner, shall be removed from any portion of the work covered by this contract by the Contractor.

When one or multi-crews are employed, there shall be a designated crew foremen or job superintendent that will represent the Contractor as a single point of contact for the crew(s).

The City shall have the right to suspend work or to terminate the contract after giving at least ten (10) days written notice of suspension or termination to the Contractor.

5) Specifications and Regulations: All work, material, and methods shall be provided, constructed, installed, inspected, and accepted in accordance with the general guidelines of this contract, the Special Provisions and Conditions, the Standard Specifications, Standards Drawings and as further defined under Division 8- Incidentals Section 862 - Guardrail, Section 863 - Remove Existing Guardrail, Section 864 – Remove and Reset Existing Guardrail, and Section 869 – Relapping Guardrail, and the Roadway Standard Drawing Nos. 862.01, 862.02, and 863.03 – all sheets included – and any referenced Standard Specification Sections, Articles, or associated Standard Drawings therein.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material that is not properly certified will not be accepted.

The Contractor shall keep himself fully informed of, comply with, give all notices, and secure all permits and approvals associated with Federal, State and local laws, regulations, codes and ordinances in any manner affecting the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunal having any jurisdiction or authority over the work, and shall indemnify and hold harmless the City against any claim or liability, including the cost of defense and attorney's fee arising from, or based on, the violation of any such laws, regulations, codes, ordinances, order or decree, whether by himself or his employee.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. All traffic control, pedestrian control, safety, and security associated with the entire work shall be in accordance with Part 6 of the Latest Edition of the MUTCD, the Standard Specifications, Standard Drawings, and any other applicable federal, state and local laws and regulations and shall be the responsibility of the Contractor. The Contractor shall conduct the work so as to offer the least possible obstruction and inconvenience to the public and shall have no greater amount of work than can be prosecuted properly with due regards to the rights of the public. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public. All hazards associated with the work that may pose as a danger and hazard shall be protected outside of working hours.

The Contractor shall maintain existing traffic patterns at all times except in the immediate work zone. Unless otherwise specified or directed by the Director, only one lane of traffic may be closed at any time. Lane closures or road closures shall not be permitted unless deemed appropriate by the Director or his representative. Traffic movements through lane closures on roads with two-way traffic shall be controlled by the Contractor. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, flaggers, two-way radios, or pilot vehicles. Flaggers shall be competent personnel, trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. All personnel when working in traffic areas or areas in close proximity to traffic shall wear all proper and appropriate personnel protection equipment including a regulatory approved safety vest, or shirt or jacket which meets color and reflectivity requirements. Flaggers and warning signs shall be displayed during all flagging operations and shall be removed when flagging operations are going to cease for a period greater than 30 minutes. During periods of work inactivity, the Contractor shall make safe, protect the work, and return the traffic pattern to the existing alignment.

Public traffic shall be permitted to pass through the work-site with as little inconvenience and delay as possible unless a safety issue is involved. Convenient access to driveways, houses, and buildings along the line of work shall be maintained unless a safety issue is involved.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in the Standard Specifications.

*****

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public property and other items, along and adjacent to the street right-of-way. The Contractor shall use every suitable precaution to prevent damage to such items and especially including vehicles, structures, poles, wires, conduits, underground infrastructure, signs, pavement, monuments, and property marks in the vicinity of the work.

If any device, design, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall hold harmless the City from any and all loss or expense on account thereof in accordance with this Subsection, including its use by the City.

6) Posted Weight Limits: The Contractor's attention is directed to the fact that certain bridges in the City of Concord have posted weight limits. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes.

7) Utility Locations and Conflict: The Contractor shall be solely responsible for contacting the appropriate utility or agency in the work areas and for the exact locations for all overhead or underground utility or services before starting work. Utility owners shall be contacted a minimum of 48-hours prior to commencement of operations. It shall be the sole responsibility of the Contractor to verify the location of all utilities and services along and in the work area and to protect such from uninterrupted service. 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/ her representative, in the restoration of service in the shortest time possible. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

   Any utility or service that, in the opinion of the Contractor, will have to be made safe or temporarily relocated in order to perform the work shall be coordinated between the Contractor and the applicable utility or service provider. No direct payment will be made for this work, as it will be incidental to the project work and payment at the contract unit price for various Pay Items in the contract will be full compensation for such action.

8) Site Security, Sanitary Provisions, Clean-Up, and Storage: The Contractor shall at all times so conduct the work as to insure the least possible inconvenience to the general public and businesses in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City. No road shall be closed to the public except with the permission of the Director. Fire hydrants at or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

At the end of each workday, the Contractor shall clean the site of any non-structural component debris materials, and secure the work from any hazardous condition unless specifically instructed otherwise by the Director or his representative. All debris and waste material permanently removed are the property of the Contractor. All lawn areas shall be raked, all street and sidewalk swept. All areas that involve any disruption of topsoil shall be graded and prepared for seeding. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Erosion control measures shall be installed in locations directed by the Director or his representative. The Contractor or his Subcontractor will haul away any and all such debris or waste material to an approved public receiving facility at his expense.

The Contractor's vehicles and equipment shall not be parked within the public right-of-way overnight or at other times when work has been suspended unless approved by the Director, and in no case within 30 feet of the edge of pavement. The Director or his representative may designate specific locations for parking equipment. The Contractor is responsible for off-site location of his trucks, equipment and associated material.

The Contractor shall provide such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State health authorities.

9) Insurance and City Privilege License : The Contractor shall procure and maintain insurance for the contract time by the Contractor, at his own expense, in amount(s), coverage(s), and with provision(s) as stated in **Sec. 7** of the **STANDARD CONTRACT** for the **Guardrail Installation and Repairs Contract No. GR-15.**

The selected Contractor and any Subcontractor(s) will be required to hold a current City of Concord Privilege License if so required by state law. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement

10) Indemnity: Refer to **Sec. 13** of the **STANDARD CONTRACT** for the **Guardrail Installation and Repairs in Concord Contract No. GR-15.**

11) Method of Measurement: Measurement of the work will be made based on the actual and verified quantities which has been satisfactorily completed and accepted by the City as under the specific pay items as provided and further defined in Section 862 Guardrail of the Standard Specifications. Quantities indicated on the Quote Form are solely for comparing Quotes and are not estimates of the quantities of the entire work.

12) Basis of Payment and Requests for Payment: The quantities of guardrail, terminal sections, anchor units, transition sections, additional guardrail post - with associated appurtenances, guardrail removal, guardrail removal and resetting, and relapping guardrail, measured as provided above, will be paid for at the quoted unit prices.

Payment(s) and full compensation for the work will be based on the actual accepted quantities installed and payment(s) shall include any and all related items as specified in the Project Information and Standard Specifications or any Special Provisions attached hereto including non-emergency mobilizations, emergency mobilizations, all labor including special subcontracting, permits and licenses, handwork, fabrications, welding, field and shop curving of guardrails, tools, equipment, drillings, excavations, fill, stabilizations, tamping, all materials, associated and miscellaneous hardware, consumables, paints and coatings,

retroreflective striping, weed control chemicals and other items and incidentals, concrete, traffic and pedestrian control safety operations, site security, removals, removals and resetting, hauling operations, cleanup, and disposal(s), touch-up repairs, seeding and mulching, etc., in accordance with the plans and Standard Specifications and all else required to the satisfaction of the Director and the City.

There will be no payment made for any item of the work not specifically listed as a quoted pay item as they are considered incidental to the other pay items in the Standard Specifications.

All Traffic control, pedestrian safety and control, and site security operations, unless specified on the Quote form, will be incidental to the work being paid for and will include any and all measures associated with such to completely conform to Part 6 of the latest edition of the Manual of Uniform Traffic Control Devices. All such work shall be the responsibility of the Contractor and will include signs, barricades, materials, labor, all mobilizations, set-ups, and take downs, consumables, tools, etc. to keep the work areas safe.

There will be no payment made for guardrail delineators as part of new installation work as they are considered incidental to the other pay items in the Standard Specifications.

There will be no payment made for guardrail end delineation as part of new installation work as they are considered incidental to the other pay items in the Standard Specifications.

A mobilization cost will be included as compensation for each emergency repair requests. Emergency repairs for damaged guardrail will have no minimum limits and the Contractor shall consider this when submitting the quote for the separate quote pay item "Emergency Call Back Mobilization". If the Contractor fails to respond to an emergency request within the specified time frame of seven (7) calendar days after notification, the mobilization compensation cost shall be forfeited.

Note: Any theft of materials or vandalism to the work that occurs during construction, as noted by the Transportation Director or his representative, shall be repaired or replaced at the expense of the Contractor at no cost to the City. Contractor will insure the work until such is completed and accepted by the City.

The Contractor shall submit monthly invoices (if the work goes beyond one month) by the 25th day of each month, which shall be processed for payment thirty (30) days after receipt. Invoices and time sheets shall be in duplicate – one original set to be attached to invoices for City of Concord Finance Department and one copy to be filed with the Transportation Department.

13) Oral Agreements and Claims for Additional Compensation: No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the contract documents other than by a definitely agreed upon waiver or modification by both the Contractor and the City in writing.

Any claims for additional compensation shall be submitted in writing to the Director with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a waiver of any such claims and a bar to recovery.

14) 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 City. Subletting of this contract or any portion of the contract shall conform to the provisions of these General Conditions and the Standard Specifications Section 108-6.

15) Litigation Venue: Any controversy or litigation arising out of this contract shall be resolved in the courts of Cabarrus County, North Carolina. Also refer to **Sec. 15** of the **STANDARD CONTRACT** for the **Guardrail Installation and Repairs in Concord Contract No. GR-15.** This contract shall be subject to the laws of the State of North Carolina and with respect to this Part 15, time is of the essence.

16) Submission, Evaluation, Award, and Rejection of Quotes: No quoter may submit more than one quote. Multiple quotes under different names will not be accepted from one firm or association. A conditional quote will not be accepted. Oral, telephone, facsimile, or telegraph quotes will not be accepted. The Quote form must be filled out and submitted in the bound documents. All quotes will remain subject to acceptance for the number of days set forth in the Quote Form.

NOTE: The award of the contract, if it is to be awarded, will be based on an evaluation of the quote amounts given by the Quoter for certain, predetermined Pay-Items selected by the Director. Based on the evaluation of these Pay Items, the responsible Quoter will be notified that his/her quote has been accepted and that he/she has been awarded the contract.

The City of Concord reserves the right to reject any or all quotes.

17) Liquidated Damages. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work is not completed within the contract specified time, plus any extensions thereof allowed in accordance with Section 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City $ 200.00 for each calendar day that expires after the contract specified time until the remaining / outstanding work (punchlist) is performed by the Contractor and until such time as punchlist completion and readiness for final payment is made.

In case of joint responsibility for delay in the completion of the work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, the Director.

The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the specified time of the contract.

-Continued Next Page -

Quotes are to be submitted to the following address by **June 27, 2014:**

J. K. Wilson, III, P.E., Transportation Director
City of Concord
850 Warren C. Coleman Blvd.
P.O. Box 308
Concord, NC 28026-0308

Please note on envelope:

Quote Included -
Guardrail Installation and Repairs
Contract No. GR-15

- Continued Next Page –

Concord
NORTH CAROLINA
High Performance Living

QUOTE FORM
Guardrail Installation and Repairs Contract No. GR-15
ACCT. # 4510 / 4511-544000

Pay Item No. 1	Description – Guardrail System: New and Replacement Work	Quantity	Units	Unit Price	Amount ($) Quoted
1.1	Steel Beam Guardrail	1	Lin. Ft.		
1.2	Steel Beam Guardrail, Double Faced	1	Ea.		
1.3	Steel Beam Guardrail, Triple Faced	1	Ea.		
1.4	Steel Beam Guardrail, Shop Curved (Various Radii)	1	Lin. Ft.		
1.5	Guardrail Posts (Steel) with offset blocks, bolts, etc.	1	Ea.		
1.6	Guardrail Anchor Unit (Type 350)	1	Ea.		
1.7	Guardrail Anchor Unit (Type CAT-1)	1	Ea.		
1.8	Guardrail Anchor Unit (Type AT-1)	1	Ea.		
1.9	Impact Attenuator Unit, Type 350 (Non Gating)	1	Ea.		
1.10	Steel Beam Guardrail Terminal End Section	1	Ea.		
1.11	Steel Beam Guardrail Buffered End Section	1	Ea.		
1.12	Structural Anchor Unit Type III	1	Ea.		
1.13	Structural Anchor Unit Type IV	1	Ea.		
1.14	Structural Anchor Unit Type XI	1	Ea.		
1.15	Replace Wood Guardrail Posts with Steel Guardrail Posts	1	Ea.		
1.16	Offset Blocks (NCDOT Std. Composite)	1	Ea.		
1.17	Guardrail Delineators	1	Ea.		
1.18	End Delineation	1	Ea.		
Pay Item No. 2	**Description – Guardrail System: Removal, Relocation, and Reinstallation**	**Quantity**	**Units**	**Unit Price**	**Amount ($) Quoted**
2.1	Remove and Reinstall Existing Guardrail System	1	Lin. Ft.		
2.2	Remove, Relocate, and Reinstall Existing Guardrail System at different location(s)	1	Lin. Ft.		

Pay Item No. 3	Description – Guardrail System: Dismantle, Removal, and Disposal Work	Quantity	Units	Unit Price	Amount ($) Quoted
3.1	Dismantle, Removal, and Disposal Work of Existing Guardrail System	1	Lin. Ft.		
Pay Item No. 4	**Description – Guardrail System: Site Work**	**Quantity**	**Units**	**Unit Price**	**Amount ($) Quoted**
4.1	Grading / Shoulder Repair - Suitable Fill Material	1	Cu. Yd.		
4.2	Seeding and Mulching	1	Lin. Ft.		
4.3	Traffic Control (High Speed, Multi-lane Facility Work)	1	Ea.		
Pay Item No. 5	**Description – Emergency Call Back**	**Quantity**	**Units**	**Unit Price**	**Amount ($) Quoted**
5.1	Emergency Call Back Installation	1	Ea.		
PREDETERMINED PAY-ITEMS					**BY CITY**

Contractor: _____
(Insert exact legal name of corporation, joint venture, business, etc. here)

License Number: _____

Mailing/Billing Address: _____

Telephone Number: _____

Emergency Contact Telephone Number: _____

Signed by Authorized Agent: _____ Date _____

Print Name _____ Title _____

1. This quote shall not add any unauthorized additions, deletions, or conditional quotes.
2. Quoter agrees that any and all Excavations are unclassified.
3. This quote will remain subject to acceptance for **30** days after the date of submittal given above and that once accepted and the Contract executed between the City and the Contractor that the unit prices shall remain as submitted herewith until **June 30, 2015.**
4. Quoter / Contractor agrees that all installation, replacement or removal, relocation, and reinstallation work will be ready for final payment on or before **June 30, 2015.**
5. Quoter / Contractor agrees that all Emergency Notice repair work shall begin within 12-hours after notification from the Director or failure to respond to such an emergency request within the specified time frame will result in the mobilization compensation cost being forfeited.

Do Not Separate the Quote Form from the Quoting Packet.

- Continued Next Page –

DEBARRED FIRMS CERTIFICATION FORM

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

TO: Quoters of Guardrail Installation and Repairs Contract No. GR-15

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 offences enumerated in N.C.G.S. 133-27 nor will award any subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in N.C.G.S. 133-27.

_____
Name of firm

_____ Title: _____
Signature of authorized official

ATTEST: _____ Title: _____

(Seal)

_____ **County**
North Carolina

Sworn and Subscribed before me this the ___ day of _____, 2014

_____ _____
Signature of Notary Public (Print or type name of Notary Public)

(Notary Seal)

Concord
NORTH CAROLINA
High Performance Living

TRANSPORATION DEPARTMENT

EXHIBIT "H"
SPECIAL PROVISIONS AND CONDITIONS
Guardrail Installation and Repairs
Contract No. GR-15

SPC-1. – Pre-Quoting Meeting
A pre-quote meeting for a submittal will not be required.

SPC-2. – General Instructions to Quoters

- All questions about the meaning or intent of the Quoting Documents and the contract documents shall be submitted to the Director at 704-920-5362. Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda mailed, Faxed or delivered to all parties recorded by the Transportation Department as having received the Quoting documents. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contacts with anyone other than those designated during the selection process will automatically eliminate the company/individual from consideration.
- The Quote Form furnished by the City with the proposal shall be used and shall not be altered in any manner. Do not separate the Quote Form from the Quoting Packet.
- All entries on the Quote Form, including signatures, shall be written in ink.
- The Quoter shall submit a unit price for every item on the Quote Form.
- An amount quoted shall be entered on the Quote Form for every item. The amount quoted for each item shall be determined by multiplying each unit quoted by the quantity for that item.
- The total amount Quoted shall be written in the proper place on the Quote Form. The total amount shall be determined by adding the amounts quoted for each item.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Quoter shall initial the change in ink.
- The Quote shall be properly executed. All Quotes shall show the following information:
    a. Name of individual, firm, corporation, partnership, or joint venture submitting quote.
    b. Name of individual or representative submitting quote and position or title.
    c. Name, signature, and position or title of witness.
    d. Federal Identification Number
    e. Contractor's License Number
    f. Quotes submitted by corporations shall bear the seal of the corporation.

- The Quote shall not contain any unauthorized additions, deletions, or conditional quotes.
- The Quoter shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

SPC-3. – Locations under the Contract Work are as follows:
To be as directed by the Transportation Director or his designated representative.

SPC-4 – EEO, Minority Disadvantaged Business Participation, and Drug Free Work Place
The local government of the City of Concord does not discriminate in administering any of its programs and activities. The Contractor awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

In accordance with 1 NC Administrative Code 30 I.0101, it is the policy of the City of Concord that Quoters undertake good faith efforts to recruit minority – disadvantaged business participation in the work. Reference the City of Concord DBE Program Policy Statement following. Quoters will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a quote. However, no specific goals for DBE participation have been established for this contract. Firms proposed by Quoters as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Quoter's submittal of MBE-DBE participation.

It is an absolute requirement of the City of Concord that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

SPC-5 – Award and Rejection of Quotes
The award of the contract, if it is to be awarded, will be based on an evaluation of the quote amounts given by the Quoter for certain, predetermined Pay-Items selected by the Director. Based on the evaluation of these Pay Items, the responsible Quoter will be notified that his/her quote has been accepted and that he/she has been awarded the contract. **The City of Concord reserves the right to reject all quotes.**

SPC-6 – Bonding
A bond for quoting the work is not required. Performance and Payment Bonds for this contract will not be required.

SPC-7. Insurance
Certificates of Insurance must be submitted on an Acord 25 Form (latest revision, and the City (not a specific individual or department) must be named as additional insured on all lines of coverage (General Liability, Auto, Umbrella, Professional Liability, etc.), except Workers' Compensation.

On the Certificate of Insurance, the ADDL INSR column should be marked with an "X" to indicate the City is additional insured for specific lines of coverage.

The following wording must be entered into the Description of Operations: "The City of Concord is named as an additional insured as required by written contract." The following address must be used for Certificates of Insurance:

City of Concord
Attn: Risk Management
Post Office Box 308
Concord, NC 28026-0308

NC Workers' Compensation insurance mandatory statutory limits must be met for employers with three or more employees.

SPC-8. – Permits
The Contractor shall be responsible for displaying project permits as directed by said permits. The Contractor shall make himself aware of certain conditions specific to this project as a result of any local, state and/or federal permits attached herein and made a part of these Special Conditions or as given to the Contractor or held for the Contractor by the City of Concord. The Contractor shall make himself aware of all permits held or pending for the project by coordinating through the Director or the Streets Division Coordinator as the Director's representative(s).

Any additional costs associated with the project as a result of permitting, the conditions of permits, or directives of the issuing agency of the permit(s) which are not covered by a bid item on the bid form and shall be negotiated, agreed upon and authorized by a written order of the Director before construction or installation by the Contractor. If an agreement can not be reached, the City of Concord reserves the right to perform any of the necessary work as required by such permit requirements not covered in the original Contract Documents by his own forces or others.

SPC-9. – Guardrail Hits, Crash Reports, and Insurance Claims
Damage to City maintained guardrail resulting from vehicle crashes, where a crash report is filed by local law enforcement, will be reported to the Contractor by the Director or the Director's representative. If agreed upon by the Contractor and the driver's insurance company, the Contractor shall make prompt repairs and coordinate payments for such repairs directly with the driver's insurance company.

Damage to City maintained guardrail resulting from vehicle crashes, where definite linkage to a crash report cannot be made, will be reported to the Contractor by the Director or the Director's representative. Coordination of prompt repairs shall be performed between the Contractor and the Director or the Director's representative in consultation with City of Concord Risk Management.

SPC-10. – Privilege License, Billings, Sales and Use Taxes
The selected Contractor and any Sub Contractors shall be required to hold a current City of Concord Privilege License. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.

The Streets Division Coordinator and the Contractor are to coordinate the billings to be used under this contract. The Inspector will note the appropriate Account Line Items Number(s) on submitted Contractor Pay Request(s). Provisions for sales and use taxes, if any, are set forth by the requirements and direction of the City of Concord Finance Department. A **CONTRACTOR PAY REQUEST** form and a **NORTH CAROLINA SALES TAX REPORT** are provided as part of this Packet.

SPC-11. – Coordination Between Contractors
The Contractor shall coordinate the work with City of Concord forces or others so as not to hinder the progress of any City forces or other contractors working in the immediate vicinity of the work.

The City of Concord will under no circumstances be liable for any claim for additional compensation due to the acts of one Contractor holding up the work of another. The City of Concord will under no circumstances be liable for any damages experienced by the acts of one Contractor working within the limits of this work.

SPC-12. – Inspection and Acceptance of the Work
On site direction of work will generally be provided by the City of Concord Street Division Coordinator as the Director's representative. Contact telephone number shall be coordinated between the Contractor and the Street Division Coordinator. In the event that the Contractor or his Subcontractor has a question as to the work, the Contractor will notify the Director or his representative for resolution. The Director or his representative reserves the right to perform all inspection(s) and make all final acceptance of the work.

SC-13. – MDBP Reporting with Final Payment Invoice

In addition to reporting to the Streets Division Coordinator, the Contractor shall also submit a copy of the minority – disadvantaged business participation statement with the final payment invoice to report all minorities – disadvantaged business participation on the project to City of Concord, Attn: Ms. Dana Hood, Accountant, P.O. Box 308, Concord, N.C. 28026-0308. In the event that the Contractor had no minority – disadvantaged business participation on the project, the Contractor will still be required to submit such reporting as no participation. Where participation is from minority – disadvantaged business material suppliers or manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers and 100% for manufacturers) of expenditures to be reported. The final invoice will not be processed without submission of the report.

CITY OF CONCORD DBE PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Concord has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Concord has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Concord has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Concord to ensure that DBEs as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing filed on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The City's Purchasing Officer has been designated as the DBE Liaison Officer. In that capacity, Purchasing Officer is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Concord in its financial assistance agreements with the Department of Transportation.

The City of Concord has disseminated this policy statement to the Concord City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The policy statement is available in the City Clerk's office and the DBE Liaison's office and will be mailed to all parties requesting a copy or a City transportation-related RFP, or expressing an interest in obtaining a transportation-related contract with the City.

W. Brian Hiatt 11/12/2012

City Manager Date

Concord
NORTH CAROLINA
High Performance Living

EXHIBIT "I"

MINORITY BUSINESS FORMS

TRANSPORTATION DEPARTMENT

P.O. Box 308 – 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5362

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I,_____,
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be ($)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of_____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of_____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

SEAL

Signature:_____

Title:_____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public_____
My commission expires_____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

EXHIBIT "J"

NOTICE OF AWARD AND ACCEPTANCE OF NOTICE

TO:

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

PROJECT: Guardrail Installation and Repairs Contract No. GR-15

You are hereby notified that the quote submitted by you for the above named project in response to the City of Concord's solicitation for quotes dated the 6th day of June, 2014 and based on your quote amounts for certain predetermined Pay Items has been accepted.

You are hereby requested to execute the formal contract with the City of Concord and to furnish any and all Contractor's Certificate of Insurances along with other documents pertaining to the work as designated by the City of Concord.

Dated this the day of _____, 2014

City of Concord, North Carolina

By: _____
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged this the ____ day of _____, 2014.

_____ By: _____
Witness

Title: _____

EXHIBIT "K"

NOTICE TO PROCEED – COMMENCEMENT DATE

(DATE OF AVAILABILITY)

TO:

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

PROJECT: Guardrail Installation and Repairs Contract No. GR-15

PROJECT DESCRIPTION: The work consists of the selected Contractor performing installation, replacement, removal, relocation, and /or reinstallation work on City maintained guardrails, as needed and at the various locations in the City of Concord as designated by the Transportation Department including non-emergency mobilizations, emergency mobilizations, all labor including special subcontracting, permits and licenses, handwork, fabrications, welding, field and shop curving of rails, tools, equipment, drillings, excavations, fill, stabilizations, tamping, all materials, miscellaneous hardware, consumables, paints and coatings, retroreflective striping, weed control chemicals and other items and incidentals, concrete, traffic and pedestrian control safety operations, site security, removals, removals and resetting, hauling operations, cleanup, and disposal(s), touch-up repairs, seeding and mulching, etc., and all else required to accomplish the work to the satisfaction of the Director and the City. All work and materials shall meet and be in accordance with the with the plans and provisions of the Standard Specifications, Standard Drawings, the Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, and the North Carolina Department of Labor. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations. At the option of the City and upon written agreement with the Contractor, this contract may be renewed for an additional one (1) year.

You are hereby formally notified to commence work on the 1st day of July, 2014 under the assigned City of Concord Purchase Order No. _____ in accordance with the contract documents for the work.

Dated this the 1st day of July, 2014

City of Concord, North Carolina

By _____
Title: City Manager