



**BID PACKAGE**  
For

**Burrage Rd., NE Street Segment Improvement**  
Transportation Fund No. 8600-5811218

**FOR INFORMATION ONLY**

**TRANSPORTATION DEPARTMENT**

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



## **INVITATION TO BID**

### **City of Concord Transportation Department**

**Date: November 4, 2014**

Attendance at a qualifying pre-Bid walk through of the project on **November 12, 2014 at 9:30 AM** on site, at the Epworth United Methodist Church Parking Lot, 1030 Burrage Rd., NE, Concord, NC, will be required for a Bid submittal.

Sealed bids will be received by the City of Concord at the Alfred M. Brown Operations Center, Room C, 850 Warren C. Coleman Boulevard, Concord, North Carolina 28026-0308 until 2:00 p.m., local time, Monday, November, 24, 2014 for the Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-581121 project.

At said place and time, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

The Project Information is generally described as follows: The work under this contract includes, but is not limited to, the selected Contractor performing specified work such as mobilization, breaking up, removal, disposal of existing pavement and curb and gutter segments, excavation, layout and installation of stormwater infrastructure, proof rolling and establishment of existing roadbed, installation and tie-ins of concrete infrastructure, reconstruction and paving of new roadway, re-striping, re-marking, and replacement of permanent raised pavement markers, erosion control and specified incidentals on a designated segment of Burrage Rd., NE and adjoining properties within the project limits in the City of Concord including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, layouts, supplemental surveying and engineering, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling and transporting, traffic control safety operations, site security, security of the work, utility infrastructure removals and resettlings, other incidental relocations, removal, disposal, or re-use of any debris, cleanup, and disposal(s), testings, cleanup, maintenance, and touch-up repair(s), and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord.

All bids must be in accordance with the Contract documents on file with the office of the City of Concord Transportation Department.

Copies of the Contract documents have also been provided to plan rooms of Associated General Contractors and F.W. Dodge Corporation in Charlotte, North Carolina.

Copies of the Contract documents may be obtained from the City of Concord at the address stipulated herein at a charge of \$50.00 made payable to the City of Concord. No refunds will be made.

Bidders must be licensed Contractors in the State of North Carolina. All Subcontractors must also be licensed Contractors in the State of North Carolina. Contractors and Subcontractors shall possess a valid City of Concord Privilege License.

Bids will be received on a unit price basis.

A 5% Bid security must accompany each bid.

The successful Bidder will be required to furnish a 100 percent (%) Performance Bond (on form provided by the City of Concord) and a 100 percent (%) Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the work.

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 the 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 Bidders undertake good faith efforts to recruit minority – disadvantaged business participation in the work. With regards to this, please reference the City of Concord DBE Program's Policy Statement. Bidders will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a bid. However, no specific goals for DBE participation have been established for this contract. Firms proposed by Bidders as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Bidder's submittal of MBE-DBE participation.

The Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

The North Carolina Department of Transportation Standard Specifications for Roads and Structures (Standard Specifications) Latest Edition and the North Carolina Department of Transportation Raleigh, "Highway Design Branch Roadway Standard Drawings" (Standard Drawings) Latest Edition shall be used on this project in conjunction with the work. The Contractor shall obtain and hold a copy of said Standard Specifications and Standard Drawings, latest Editions. Definition of terms shall be as stated in Section 101 except where those that specifically delineate and apply to the North Carolina Department of Transportation and its Divisions will be synonymous with and applied to the City of Concord and its comparative Departments and those also as stated in Exhibit "A" of the contract documents. The Contractor shall also obtain and hold a copy of the City of Concord Technical Standards Manual for use in applications as directed by the Director or his designated representative.

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.

The City of Concord reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of the work. The City of Concord also reserves the right to waive informalities.

If the Contract is to be awarded, the City of Concord will give the successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

BY: (signed) W. Brian Hiatt  
W. Brian Hiatt, City Manager

**STANDARD FORM CONSTRUCTION CONTRACT**  
**Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218**

This contract is made and entered into as of the Notice to Proceed Date specified on EXHIBIT "K" by the City of CONCORD ("City") and \_\_\_\_\_ ("Contractor"), (x) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of \_\_\_\_\_.

**Sec. 1. Background and Purpose.** This contract consists of the selected Contractor to perform the rehabilitation and improvement of a certain section of Burrage Rd., NE as delineated by the City of Concord. All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest Edition, the North Carolina Department of Transportation Roadways Standards Drawings, latest Edition, the Manual on Uniform Traffic Control Devices, latest Edition and the City of Concord Technical Standards Manual, latest Edition. The Contractor shall keep himself fully informed of all Federal, state, and local laws, ordinances, and regulations.

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide specified work such as mobilization, breaking up, removal, disposal of existing pavement and curb and gutter segments, excavation, layout and installation of stormwater infrastructure, proof rolling and establishment of existing roadbed, installation and tie-ins of concrete infrastructure, reconstruction and paving of new roadway, re-striping, re-marking, and replacement of permanent raised pavement markers, erosion control and specified incidentals on a designated segment of Burrage Rd., NE and adjoining properties within the project limits in the City of Concord including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, layouts, supplemental surveying and engineering, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling and transporting, traffic control safety operations, site security, security of the work, utility infrastructure removals and resettlings, other incidental relocations, removal, disposal, or re-use of any debris, cleanup, and disposal(s), testings, cleanup, maintenance, and touch-up repair(s), and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord 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 \$299,000. 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 "K" "Commence Date" from the City. The date of the written Notice to Proceed on Exhibit "K" date shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within **ONE HUNDRED EIGHTY (180)** calendar days of the Commencement Date. The date that is **ONE HUNDRED EIGHTY (180)** calendar days from the Commencement Date shall be the "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 "G".

**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 "G". 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:

<u>Coverage</u>	<u>Minimum Limits</u>
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	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input checked="" type="checkbox"/> \$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 losses 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) and Finance Forms.
- (d) Exhibit "D" - Certificate of Insurance.
- (e) Exhibit "E" – Finance Forms.
- (f) Exhibit "F" – Bond Forms (if required).
- (g) Exhibit "G" – General Conditions, Quote Form and Debarred Firms Certification Form.
- (h) Exhibit "H" –Special Provisions and Conditions.
- (i) Exhibit "I" – DBE Policy Statement and 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:

J.K. Wilson, III, PE  
 City of Concord  
 P.O. Box 308  
 Concord, NC 28026  
 Fax Number: (704) 795-0404

VaLerie Kolczynski, Esq.  
 Interim City Attorney  
 PO Box 308  
 Concord, NC 28026  
 Fax Number: (704) 784-1791

To the Contractor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(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.

- Continued Next Page -

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:

\_\_\_\_\_  
(Typed or Printed Legal Name of Contractor)

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST BY:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

APPROVED AS TO FORM:

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Attorney for the City of Concord

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 Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218 between the CITY OF CONCORD and \_\_\_\_\_ dated Notice to Proceed Date specified on EXHIBIT "K."

### **Scope of Services:**

The Contractor shall provide all work such as mobilization, breaking up, removal, disposal of existing pavement and curb and gutter segments, excavation, layout and installation of stormwater infrastructure, proof rolling and establishment of existing roadbed, installation and tie-ins of concrete infrastructure, reconstruction and paving of new roadway, re-striping, re-marking, and replacement of permanent raised pavement markers, erosion control and specified incidentals on a designated segment of Burrage Rd., NE and adjoining properties within the project limits in the City of Concord including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, layouts, supplemental surveying and engineering, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling and transporting, traffic control safety operations, site security, security of the work, utility infrastructure removals and resettlings, other incidental relocations, removal, disposal, or re-use of any debris, cleanup, and disposal(s), testings, cleanup, maintenance, and touch-up repair(s), and all else required as necessary to the satisfaction of the Director and the City of Concord

All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest Edition, the North Carolina Department of Transportation Roadways Standards Drawings, latest Edition the Manual on Uniform Traffic Control Devices, latest Edition and the City of Concord Technical Standards Manual, latest Edition. 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 **\$1,500,000** 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: J.K. Wilson, III, PE, Transportation Director – 850 Warren C. Coleman Blvd., Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; \_\_\_\_\_ 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 \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

**EXHIBIT "C"**

**TAX FORM(S)**

(To be submitted by awarded contractor)



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.

**Abuse 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)(ii). 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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**

(To be submitted by awarded contractor)

**EXHIBIT "E"**

**FINANCE FORMS**

(To be submitted by awarded contractor)

**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:



**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 30<sup>th</sup>. Our new year begins July 1<sup>st</sup>. All privilege license fees need to be paid prior to the beginning of the new fiscal 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 PHILLIP GRAHAM**

**TELEPHONE – 704-920-5362 or 704-920-5338**

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



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

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

**PROJECT:** #8600-581121

**DESCRIPTION:** Burrage Rd., NE Street Segment Improvement

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: \_\_\_\_\_

**EXHIBIT "F"**

# **BOND FORMS**

(To be submitted by awarded contractor)

**PERFORMANCE BOND**

Date of Execution of this Bond \_\_\_\_\_

Name and Address of Principal (Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Surety \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Contracting Body City of Concord  
26 Union Street, South P.O. Box 308  
Concord, North Carolina 28025

Amount of Bond \_\_\_\_\_  
\_\_\_\_\_

Contract That certain contract by and between the Principal and the Contracting Body above named dated Notice to Proceed Date specified on EXHIBIT "K" For: Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Principal (Name of individual and trade name,  
partnership, corporation, or joint venture)

BY \_\_\_\_\_ (SEAL)

TITLE \_\_\_\_\_  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_

TITLE \_\_\_\_\_  
(Corporation Secretary or  
Assistant Secretary Only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_

TITLE \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney in Fact)

\_\_\_\_\_  
N.C. Licensed Resident Agent



**TRANSPORTATION DEPARTMENT**

**EXHIBIT "G"**

**GENERAL CONDITIONS, BID FORM,  
and DEBARRED FIRMS CERTIFICATION FORM**

**for**

**Burrage Rd., NE Street Segment Improvement  
Transportation Fund No. 8600-5811218**

The City of Concord is soliciting formal bids from interested, licensed Contractors to perform the rehabilitation and improvement of a certain section of Burrage Rd., NE as delineated by the City of Concord. All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest Edition, the North Carolina Department of Transportation Roadways Standards Drawings, latest Edition, the Manual on Uniform Traffic Control Devices, latest Edition and the City of Concord Technical Standards Manual, latest Edition. The Contractor shall keep himself fully informed of all Federal, state, and local laws, ordinances, and regulations. If you wish to place a bid on this work, please fill out the Bid Form (following) and return it in the Contract document book at the address listed below.

1) Definitions:

Bidder – An individual, partnership, firm, corporation, or joint venture formally submitting a bid for the work contemplated.

City – the City of Concord, North Carolina

Contract – the executed agreement between the City of Concord and the successful Bidder, 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 Bid 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.

Designated Representative (or Designee) – An individual or individuals appointed and authorized to represent the Director acting within the scope of particular assigned duties or authority.

Director – City of Concord Transportation Director or his designated representative. For the purposes of this contract, Director is to be substituted for the term Engineer where used in the Standard Specifications.

MUTCD – Manual on Uniform Traffic Control Devices, Latest Edition together with all addenda thereto including NC Supplement to the MUTCD (MUTCD) Latest Ed. and addenda thereto.

OSHA - Occupational Safety and Health Administration

NCDOT – North Carolina Department of Transportation.

Proposal requirements – the legal and procedural documents, any General and Special Provisions and Conditions, 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. with all addenda thereto.

Standard Specifications – North Carolina Department of Transportation Raleigh, “Standard Specifications for Roads and Structures”, latest Edition and the “Highway Design Branch Roadway Standard Drawings” Latest Ed. with all addenda thereto.

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) Project Information: The work under this contract includes, but is not limited to, the selected Contractor performing specified work such as mobilization, breaking up, removal, disposal of existing pavement and curb and gutter segments, excavation, layout and installation of stormwater infrastructure, proof rolling and establishment of existing roadbed, installation and tie-ins of concrete infrastructure, reconstruction and paving of new roadway, re-striping, re-marking, and replacement of permanent raised pavement markers, erosion control and specified incidentals on a designated segment of Burrage Rd., NE and adjoining properties within the project limits in the City of Concord including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, layouts, supplemental surveying and engineering, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling and transporting, traffic control safety operations, site security, security of the work, utility infrastructure removals and resettlings, other incidental relocations, removal, disposal, or re-use of any debris, cleanup, and disposal(s), testings, cleanup, maintenance, and touch-up repair(s), and all else required as necessary and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord.

The Contractor is also hereby referred to certain items of the Special Conditions for further information with regards to this work.

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 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 the Director’s representative. All work, reports, and requests for payment shall be subject to inspection and evaluation by the Director or the Director’s 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.

- 4) Contract Time, Notices to Proceed, and City's Right to Terminate Contract: The Commencement Date of this contract is the date indicated on the Notice to Proceed Exhibit "K" and shall be effective for a period of **ONE HUNDRED EIGHTY (180)** calendar days. The Contractor shall start work as directed as soon as possible after the issuance of a Notice to Proceed and City Purchase Order Number but in no event later than two (2) weeks of delivery of said City Notice to Proceed and Purchase Order Number. Any request for a delay in starting work shall be made in writing by the Contractor with detailed justification. The Director's decision on such request shall be final and shall have executive authority to enforce and make effective such decision. 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) Subletting of Contract: 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.
- 6) Contractor Licenses: The Contractor and any Subcontractor(s) shall be a licensed contractor for the work in the State of North Carolina.
- 7) City Privilege License: 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. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.
- 8) Insurance: The Contractor shall procure and maintain insurance for the contract time by the Contractor, at his own expense, in an amounts and coverage as stated in **Sec. 7** of the **STANDARD FORM CONSTRUCTION CONTRACT** for Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218
- 9) A Certificate of Insurance and proof thereof shall be furnished to the Transportation Director as part of this contract and approved by the City of Concord Safety, Health and Risk Manager and City Attorney(s) prior to commencement of the work. For further information with regards to certain requirements of the Certificate of Insurance, refer to **Sec. 7** of the **STANDARD FORM CONSTRUCTION CONTRACT** for Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218 and the Special Conditions.
- 10) Indemnity: Refer to **Sec. 13** of the **STANDARD FORM CONSTRUCTION CONTRACT** for Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-581121.
- 11) Schedules, Mobilizations, Progress of Work, Reports, and Supervision: The Contractor will at no cost to the City notify the Director two (2) days in advance of beginning work and thereafter coordinate with the Director or his designated representative regarding the proposed work schedule(s) / location(s) and obtain approval and request for cooperative efforts by the City. The Contractor will also, at no cost to the City, coordinate with the Director or his designated representative to provide his work schedule to Concord Communications at (704) 920-5580 and the Cabarrus County School System Bus Garage at (704) 782-6314 so as to allow for proper notification and rescheduling of public service and school bus routes as may be necessary. The Contractor shall notify the Director at least one (1) day in advance of suspending work and two (2) days before resuming work.

**Note:** Normal mobilization(s) in the course of work indicated in the Special Conditions and as agreed upon between the Director and the Contractor and shall be considered incidental to the contract unit prices of all quoted items.

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 of the contract. All work shall be accomplished in a continuous manner once the Contractor begins. Any requests and claims for extension(s) to the contract specified time shall be submitted in writing to the Director with detailed justification. The Director's decision on such claims shall be final and shall have executive authority to enforce and make effective such decisions.

The Contractor shall keep and maintain reports, test results, information, provide work status information, etc. in order for the Director or his designated representative(s) to make complete and detailed inspections.

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. 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 Contractor shall furnish the Director with a quick method or means of contacting him for emergency repairs and situations.

- 12) Specified Times and Working Hours: 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 or his designated representative. Lunch must be taken on site. All work shall be accomplished in a continuous manner once the contractor begins for the day. Normal, daily mobilizations in the course of the work shall be considered incidental to the contract unit prices of all Pay Items.

Work outside of the stated working hours, on Holidays designated by the City, and weekends shall not be performed unless coordinated with and approved by the Director. The Contractor shall provide artificial lighting as may be necessary to provide for safe and proper construction and to provide for adequate inspection of the work as described in Section 1413 of the Standard Specifications.

**Note:** No direct payment will be made for any items as covered in Section 1413 as such will be considered incidental to other Pay Items of the work.

- 13) Specifications, Certifications, Permits, Regulations, Protection of Private Property: All materials and construction work shall be furnished, installed, inspected, replaced, and accepted in accordance with all the applicable requirements of the Standard Specifications, Standard Drawings, any referenced Sections, Articles, or associated Standard Drawings or other specifications therein, or the City of Concord Development Ordinance Technical Standards Manual if so required by the Director or his designated representative. Further information with regards to specifications of the work is presented in the Bid Form document.

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 by the City.

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 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.

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 Section 107 of the Standard Specifications, including its use by the City.

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.

- 14) Traffic Control and Work Zone Safety: All traffic control, pedestrian control, safety, and security associated with the entire work shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) latest Edition, OSHA, and any other applicable federal, state and local laws and regulations and shall be the responsibility of the Contractor. All hazards associated with the work that may pose as a danger and hazard shall be protected outside of working hours. The Contractor shall not close a road, lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy.

The Contractor is responsible for operating traffic control correctly. At least one member of each crew on the project site shall be certified in Work Zone Traffic Control. If the contractor fails to provide proper traffic control, the Director or his designated representative has the authority to cease all operations and the contractor will not be allowed to continue for that day on this contract. This will result in the loss of production for this day and is not a legitimate claim for contract time extension.

The Contractor shall operate his equipment and conduct his operation in the same direction as the flow of traffic. Work shall be done in accordance with Section 150 of the Standard Specifications. Work shall only be performed when weather and visibility conditions allow safe operations.

When working within the travelway, the Contractor shall refer to and use work zone traffic control in accordance with Division 11 of the Standard Specifications and Standard Drawings, or other approved traffic control measure for moving operations. When working on multi-lane sections, a changeable message sign should be used.

Traffic cones (36-inch minimum height) may be used when approved by the Engineer. When cones are used, they shall be either double stacked or have special heavy bottoms such that they will not be blown over by traffic. The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles, local traffic, and school buses as directed by the Director or his designated representative.

When applicable, at least one member of each pavement striping / marking crew on the project shall be certified in the placement of pavement markings and markers by the American Traffic Safety Services Association. This person does not have to be the same person in each crew throughout the life of the project.

**Note:** No direct payment will be made for this work, as it will be incidental to the project work and payment at the contract unit prices for the various Pay Items in the contract will be full compensation for such action.

15) 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 (both City and NCDOT facilities) on this project.

16) Utility Locations and Conflict: The Contractor shall be solely responsible for contacting NC 811 and any appropriate utility or agency in the work areas and for the exact locations for all overhead or underground utility or services before starting work. 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. 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.

**Note:** 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 the various Pay Items in the contract will be full compensation for such action.

The Transportation Department will provide for the adjustment of all manhole lids and waterline valve boxes as necessary in the course of this work.

17) Site Security, Sanitary Provisions, Clean-Up, and Storage: The Contractor shall provide for the security, safety, protection of persons and property, control of site, control of erosion, in accordance with the Standard Specifications in a manner satisfactory to the City. The Contractor shall maintain at all times the security and safety of the work site while conducting the work so as to insure the least possible obstruction to traffic and inconvenience to the general public and businesses in the vicinity of the work. In the course of normal daily work, no road shall be closed to the public except with the permission of the Director. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Any theft of materials or vandalism to the work that occurs during construction, as noted by the Director or his designated 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 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.

At the end of each workday, the Contractor shall clean the site of any non-structural component debris materials, which result from the work and secure the work from any hazardous condition. The Contractor or his Subcontractor will haul away any such debris or waste material to an approved public receiving facility at his expense. Any guardrail and other recyclable components permanently removed are to be delivered in good condition to the City. All waste material removed and not claimed by the City as designated by the Director or his designated representatives are the property of the Contractor. No ditches, pits, excavations, trip hazards that may pose as a danger and hazard shall be left open or in place outside of working hours.

The Contractor is responsible for off-site location of his trucks, equipment and associated material.

**Note:** No direct payment will be made for this part of the work, as it will be incidental to the project work and payment at the contract unit price for the various Pay Items in the contract will be full compensation for such action.

- 18) Method of Measurement: Measurement of the various Pay Items of the work will be made based on the actual number of Pay Items units which has been satisfactorily installed and accepted by the City. Quantities indicated on the Bid Form are estimated and not guaranteed.

Bidders are to refer to the individual sections of the work in the Bid Form for further instructions relating to methods of measurements for the separate work items. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedules by examination of the site and a review of the specifications and the drawings, including the addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

- 19) Basis of Payment and Requests for Payment: The quantity of work, measured as provided above, will be paid for at the Contract unit price for each Pay Item listed in the Bid Form. 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 Section 2 of the General Conditions, the Standard Specifications or any Special Provisions attached hereto.

**Note:** There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work. 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. Invoices shall be submitted by the 25th day of each month, which shall be processed for payment thirty (30) days after receipt.

Unit prices shall remain as submitted by the Contractor herewith for a period of **THREE HUNDRED SIXTY-FIVE (365)** calendar days.

- 20) Inspection and Acceptance of Work: Inspection, quality control management and required testing(s) shall be in accordance with the Standard Specifications and the requirements shown in the contract documents.

- 21) 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.

- 22) Litigation Venue: Any controversy or litigation arising out of this Contract shall be resolved in the courts of Cabarrus County, North Carolina or the Middle District United States District Court. Also refer to **Sec. 15** of the **STANDARD FORM CONSTRUCTION CONTRACT** for Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218.

This contract shall be subject to the laws of the State of North Carolina and with respect to this Part 4, Part 10, and Part 11, time is of the essence.

- 23) Submission and Rejection of Bids: No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association. A conditional bid will not be accepted. Oral, telephone, facsimile, or telegraph bids will not be accepted. The Bid Form must be filled out and submitted in the bound documents. All bids will remain subject to acceptance for the number of days set forth in the Bid Form. The City of Concord reserves the right to waive informalities and also reserves the right to reject any or all bids.

Each bid must be accompanied by bid security made payable without condition to the City of Concord in the amount of 5% (percent) of the Total Bid and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of the City. The bid security of the successful Bidder will be retained until such time the required Certificate of Insurance, Performance Bond, Payment Bond, and any associated Power of Attorney documents have been furnished and the contract has been executed by the City whereupon the bid security will be returned.

If the successful Bidder fails to execute and deliver the contract and furnish the required E-Verify Statement, Certificate of Insurance, Performance Bond, – on form provided by the City, Payment Bond, Minority Business Participation Forms and any associated Power of Attorney(s) or other required contract documents within the number of days set forth in the Bid Form, the City may annul the Notice of Award and the bid security of that bidder will be forfeited. The bid security of the other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven (7) days after the effective date of the contract or the day after the last day the bids remain subject to acceptance as set forth in the Bid Form, whereupon the bid security furnished by such bidders will be returned. Bid securities accompanying bids which are deemed by the City to be noncompetitive, will be returned within 7 days after the opening of the bids.

- 24) 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 -



**BID FORM**

Bids are to be submitted to the following address by 2:00 p.m. local time November 24, 2014

**W. Brian Hiatt, City Manager  
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:

**Bid Included – Burrage Rd., NE Street Segment Improvement  
Transportation Fund No. 8600-5811218**

**Do Not Separate the Bid Form from the Bid Package.**

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City of Concord on the provided Construction Contract to perform and furnish all work as specified or indicated in the contract documents within the specified time and for the amount indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. The Bidder accepts all of the terms and conditions of the Invitation to bid and the General Conditions, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for **SIXTY (60)** days after the day of bid opening. Bidder will sign and submit the contract with the Certificate of Insurance, Performance Bond, Payment Bond, and any associated Power of Attorney documents and other documents required by the contract documents within **FOURTEEN (14)** days after the date of the City’s Notice of Award.
3. In submitting this bid, the Bidder represents that:
  - a. Bidder has examined copies of all the bidding documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
  - c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
  - d. Bidder is aware of the general nature of work to be performed by the City and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
  - e. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents, and any additional examinations, investigations, explorations, tests, studies, utility locations, and data with the contract documents.
  - f. Bidder has given the Director written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by the Director is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City of Concord.
4. Bidder will complete the work for the following unit prices. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial contract amount. Final payment will be based on actual quantities.

**Project Name and Number:**

**Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-5811218**

The following sections of the bid are for the rehabilitation and improvement of a certain section of Burrage Rd., NE as delineated by the City of Concord as indicated on the construction drawings and as noted on the Bid Form. Project work shall be in accordance with **all applicable and associated Divisions and Sections** of the Standard Specifications and Standard Drawings and in accordance with the requirements shown in the construction drawings and contract documents.

**Mobilization**

Mobilization for all the work under this contract consists of preparatory work and operations, including but not limited to the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project; all permits, fees, insurance, and certifications, the removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work, operation, subsequent demobilization

and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

**Method of Measurement and Basis of Payment:** Mobilization will be paid as contract lump sum price. Payment and full compensation for the work will be based on the Pay Item unit amount and payment shall include any and all related items to this work as specified in Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for Mobilization(s) also includes site security, safety and traffic control of vehicles and pedestrians that must be performed, for any incidental items incurring prior to beginning work on the various items on the project site, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work shall be included.

Pay Item	Pay Item Description – Mobilization	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
1.1	Mobilization and other associated activities with such operation(s).	1	Lump Sum		
<b>Total - Mobilization</b>					

**Removal of Existing Pavement Bid**

This section of the bid is for the breaking up, removal, and satisfactory disposal of the specified paved road segment including both concrete pavement and a combination of layers of both asphalt and concrete pavement, adjoining curb and gutter sections, designated sections of driveways and other specified areas including labor, equipment, materials, consumables, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

**Construction Methods:** Break up, remove, and satisfactorily dispose any existing roadway and associated components using non-vibratory, non-hammering methods as approved by the Director or his designated representative. Blasting shall not be used to break up existing pavements.

**Construction Requirements:** The work includes descriptions, equipment, construction methods, requirements, and materials as specified in **Division 2 – Earthwork** of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

**Method of Measurement and Basis of Payment:** Removal of existing pavement will be measured and paid in square yards of existing pavement actually removed and satisfactorily disposed. Removal of existing pavement and associated components will be measured by actual surface measurement of the pavement before its removal. Payment(s) and full compensation for the work will be based on the actual accepted quantities removed and payment(s) shall include any and all related items to this work as specified in Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for Removal of Existing Pavement Bid satisfactorily removed includes, but is not limited to, breaking up, saw cutting, removal and satisfactory disposal of existing Burrage Rd., NE Street Segment Improvement

pavement, associated existing curb and gutter and driveway sections, any existing designated sidewalk, any temporary paved structures, or other existing incidental paved structures.

Also included in Price for Removal of Existing Pavement Bid also includes, but is not limited to hauling, transporting, and satisfactory disposal of waste and debris to any waste areas or permitted landfills, furnishing any waste areas or permitted landfills, tipping fees required at permitted landfills, right of way access to waste areas, any dressing and reshaping of waste areas, furnishing and spreading earth material over waste and debris as necessary, providing a Development, Use and Reclamation Plan if re-use and reclamation of demolition material is desired by the Contractor, obtaining required permits or certifications, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Removal of Existing Pavement	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
2.1	Removal of Existing Pavement	6,650	Square Yard		
<b>Total - Removal of Existing Road Bid</b>					

**Stormwater Infrastructure Installation**

This section of the bid is for the installation of new stormwater system piping, fittings, junction boxes, grates, etc., excavations and any undercutting, laying pipe, joining and coupling pipe sections, setting boxes, furnishing and placing all backfill and any bedding material, compaction, testing, any other associated incidentals including labor, equipment, materials, consumables, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Materials and Methods: Install new stormwater piping infrastructure and associated components in accordance with the details as shown on the construction drawings, the provisions of the Standard Specifications and as directed by the Director or his designated representative.

Construction Requirements: The work includes all descriptions, equipment, materials, construction methods, requirements, and as specified in **Division 3 – Pipe Culverts** of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

Method of Measurement and Basis of Payment: The quantity of stormwater piping infrastructure will be measured and paid for at the contract unit price for each Pay Item listed below. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for Stormwater Infrastructure Installation installed and accepted includes, but is not limited to, providing any and all horizontal and vertical control, control tie-ins to existing

stormwater infrastructure and features, construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction activities, excavations, hauling, transporting, and disposal of material above the pipe invert and around stormwater infrastructure, repairs to existing infrastructure, use of local backfill material(s), specialty materials not specifically listed as a Pay Item, removal, reuse and disposal of existing infrastructure, testings, removal, disposal, and satisfactory replacement of misaligned, damaged or settled Pay Items, maintaining required cover and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Stormwater Infrastructure Installation	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
3.1	Catch Basin (designated CB on Drawings)	3	Each		
3.2	Frame, Grate, and Hood for Catch Basins	3	Each		
3.3	Junction Box (designated JB on Drawings)	1	Each		
3.4	18" RCP Culvert, Class III	60	Lin. Ft.		
3.5	Adjust Catch Basins as required Removal of 2 Catch Basins and 32 Linear Feet of Pipe	1	Lump Sum		
<b>Total - Stormwater Infrastructure Installation Section Bid</b>					

**Proof Rolling and Establishment of Existing Roadbed Bid**

This section of the bid is for the establishment of design grade(s), proof rolling, compaction, and testing of the roadbed including labor, equipment, materials, consumables, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Methods: Provide any and all horizontal and vertical control, control tie-ins to existing infrastructure and roadway, drives, etc., construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction activities to assure the construction of the roadbed to design grade. Re-establish, undercut and fill with suitable material(s) where designated, place and compact stone base for concrete curb and gutter, compaction and proof rolling the roadbed to receive asphalt courses and associated material(s) as directed by the Director or his designated representative. Coordinate with other agencies or contractors performing work in the immediate vicinity.

Construction Requirements: The work includes all descriptions, equipment, construction methods, requirements, and materials as specified in **Division 2 – Earthwork** of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

Method of Measurement and Basis of Payment: Proof Rolling and Establishment of Existing Roadbed will be measured and paid for at the contract unit price for each Pay Item listed below. Payment(s) and full compensation for the work will be based on the actual constructed work accepted and payment(s) shall include any and all related items as specified in Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for Proof Rolling and Establishment of Existing Roadbed installed and accepted includes, but is not limited to, construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction activities to assure design grade, lines, and typical sections, furnishing all labor, equipment, hauling and transporting, fuel, ballast for loading, loading and unloading ballast as directed and increasing and decreasing tire pressure by the Director or his designated representative. Included is any necessary undercutting to remove unsatisfactory roadbed material, hauling and disposals, backfilling in compacted layers of suitable material as directed and approved by the Director or his designated representative, and placing and setting on the prepared roadbed stone base for concrete curb and gutter. All corrective work and proof rolling after corrective work, whether or not due to negligence of the contractor or due to weather, is included in the contract unit price Pay Item for Proof Rolling and Establishment of Existing Roadway Bid. Also included is coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Proof Rolling and Establishment of Existing Roadbed	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
4.1	Proof Rolling	1	Lump Sum		
4.2	Backfill material (suitable and from offsite)	20	Cu. Yd.		
4.3	ABC Stone Base – 6” thick for placement of Concrete Curb and Gutter	435	Ton		
<b>Total - Proof Rolling and Establishment of Existing Roadbed Bid</b>					

**Concrete Infrastructure Bid**

This section of the bid is for the installation and tie-ins of new concrete curb and gutter sections, installation and tie-ins of concrete sidewalk, concrete ADA ramps, and replacements and repairs of concrete driveway aprons, and other incidental concrete work including labor, equipment, materials, consumables, excavation, any undercutting, furnishing and placing all backfill material, leveling and placing on design grade, compaction, forming, placing / pouring of all concrete, constructing and sealing joints, finishing concrete, testing, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Materials and Methods: Install and tie-in new concrete curb and gutter sections, concrete sidewalk, concrete ADA ramps, replacements and repairs to concrete driveway aprons, and other incidental concrete work in accordance with the details as shown on the construction

drawings, the provisions of the Standard Specifications and as directed by the Director or his designated representative

Construction Requirements: The work includes all descriptions, construction methods, requirements, and materials as specified in **Division 8 – Incidentals** of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

Method of Measurement and Basis of Payment: The quantity of concrete infrastructure will be measured and paid for at the contract unit price for each Pay Item listed below. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for concrete infrastructure installed and accepted includes, but is not limited to, providing any and all horizontal and vertical control, control tie-ins to existing infrastructure and features, construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of construction activities, labor, equipment, materials, consumables, excavation, any undercutting, furnishing and placing all backfill material, select bedding, leveling and placing on design grade, compaction, forming, placing / pouring of all concrete, constructing and sealing joints, finishing concrete, removal and replacement of misaligned, damaged or settled Pay Items, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Concrete Infrastructure	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
5.1	NCDOT Standard 2'-6" Concrete Curb and Gutter	4,680	Lin. Ft.		
5.2	Sidewalk – 6'-0" wide, 4" thick	265	Sq. Yd.		
5.3	Driveways – 6" thick (includes sidewalk area crossing driveway)	370	Sq. Yd.		
5.4	Wheelchair Ramps – 6" thick (includes City std. ADA mats)	18	Each		
5.5	Miscellaneous Concrete Structures	50	Cu. Yd.		
<b>Total - Concrete Infrastructure Bid</b>					

**Reconstruction and Paving of Roadway Bid**

This section of the bid is for roadway reconstructing and tie-in to other existing roadway sections including labor, equipment, materials, hauling, consumables and incidentals, construction of asphalt courses of asphalt mixtures placed on the accepted prepared surface in accordance with the lines, thicknesses, and typical section(s) shown on the construction drawings and in accordance with the Standard Specifications. The work includes producing, weighing, transporting, placing and compacting the specified plant mix; furnishing aggregate, asphalt binder, anti-strip additive and all other materials for the plant mix; furnishing and applying tack

coat; finishing scales, maintaining the course until final acceptance of the project; making repairs or corrections to the course that may become necessary; providing and conducting QC as per the Standard Specifications, testing of the surface course of the completed pavement, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Materials and Methods: Reconstruct, tie-in, and prepare the roadway section, using necessary material(s), asphalt base, intermediate, and surface courses, including other incidental work in accordance with the details as shown on the construction drawings, the provisions of the Standard Specifications and as directed by the Director or his designated representative

Construction Requirements: The work includes all descriptions, construction methods, requirements, and materials as specified in **Division 5 – Subgrade, Bases and Shoulders, Division 6 – Asphalt Pavements, Division 8 – Incidentals, Division 10 – Materials** of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

It is the intent of this contract that pavement is to be accomplished immediately after the roadbed has been accepted by the City. If the paving Contractor is not the base Contractor, the paving Contractor has up to three (3) days to start the paving operation after notice to proceed is issued by the City. Weather, seasonal and temperature limitations for resurfacing shall be as specified in Division 6 of the Standard Specifications.

Method of Measurement and Basis of Payment: The quantity of hot mixed asphalt pavement will be measured and paid for at the contract unit price for each Pay Item listed below. The quantity of hot mixed asphalt pavement to be paid for will be the actual number of tons (U.S. Customary Unit short ton – 2,000 lbs.) of each type of hot mix asphalt pavement which has been incorporated into the completed and accepted work in accordance with the requirements of the Standard Specifications. The hot mix asphalt pavement will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for hot mixed asphalt pavement installed and accepted includes, but is not limited to, providing any and all horizontal and vertical control, control tie-ins to existing infrastructure and features, construction layout, surveying, stakeout, supplemental surveying and engineering necessary for the proper control of hot mixed asphalt pavement placement, hauling and transporting of materials, prime coat operations, tacking, spreading and finishing, compaction, labor, equipment, materials, consumables, quality control, testing, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Reconstruction and Paving of Roadway	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
6.1	Asphalt Concrete Base Course, Type B25.0B – 6” thick	2,700	Ton		

6.2	Asphalt Concrete Intermediate Course, Type I19.0B – 2.25” thick	1,010	Ton		
6.3	Asphalt Concrete Surface Course, Type S9.5B – 2” thick	900	Ton		
<b>Total - Reconstruction and Paving of Roadway Bid</b>					

**Re-Striping, Re-Marking, and Replacement of Permanent Raised Pavement Markers Bid**

This section of the bid is for replacement of all permanent reflective thermoplastic pavement striping, markings, and replacement of new permanent raised pavement markers and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Materials and Methods: Install permanent reflective thermoplastic pavement striping, markings, and replacement of new permanent raised pavement markers including any other incidental work in accordance with the details as shown on the construction drawings, the provisions of the Standard Specifications, Standard Drawings, and as directed by the Director or his designated representative. The Contractor shall premark, delineate, align and take all such quality control measures to insure that the installation of reflective permanent thermoplastic pavement stripes markings, and new permanent raised pavement markers are replaced at the same position as previously occupied by the original device or are installed at positions and locations approved by the Director or his representative.

Construction Requirements: The work includes all descriptions, construction methods, requirements, and materials as specified in **Division 12 – Pavement Markings, Markers and Delineation** of the Standard Specifications and Standard Drawings in an acceptable manner and all else required to the satisfaction of the City of Concord. The testing procedures, use of application and dispensing equipment, any such action of application and dispensing, maintenance of all equipment, weather and seasonal limitations, time limitations, and all methods and requirements shall be done in strict accordance with the applicable sections of the Standard Specifications. One member of pavement marking crew shall be certified through the NCDOT Pavement Marking Technician Certification Process.

It is the intent of this contract that installation of permanent reflective thermoplastic pavement striping, markings, and replacement of new permanent raised pavement markers is to be accomplished immediately after the asphalt concrete surface course has been accepted by the City. If the Contractor performing the work is a Subcontractor, the project Contractor is responsible for coordinating and ensuring that the Subcontractor performs this work in a timeframe that is acceptable to the Director. Weather, seasonal and temperature limitations for this part of the work shall be as specified in the Standard Specifications. Upon written notification by the Director or the Director’s representative, the Contractor will be required to direct the winterization of designated pavement striping and markings locations under this contract. Temporary striping and markings are to be suitable for use in winter periods. Refer to Special Provisions and Conditions for further information.

**Note:** The Contractor and Subcontractor shall hold the City of Concord, its agents, officials, and employees harmless from any and all liability proximately caused by incorrectly placed or installed pavement stripes, markings, or permanent raised pavement markers.

Method of Measurement and Basis of Payment: The quantity of permanent reflective thermoplastic pavement striping, markings and newly installed permanent pavement markers will

be measured and paid for at the contract unit price for each Pay Item listed below. The quantity of solid lines shall be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines shall be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines placed. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

Removal, reinstallation, and replacement of incorrectly placed or installed permanent reflective thermoplastic pavement striping, markings and newly installed permanent pavement markers as determined by the Director or the Director’s representative will be at the Contractor’s expense and will not be subject to payment by the City.

**Note:** Price for permanent reflective thermoplastic pavement striping, markings and newly installed permanent pavement markers installed and accepted includes, but is not limited to, providing labor, certifications, equipment, materials, consumables, premarking, glass beads, quality control, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Re-Striping, Re-Marking and Replacement of Permanent Raised Pavement Markers	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
7.1	Thermoplastic Pavement Marking Lines 4” Double Yellow Solid	2,478	Lin. Ft.		
7.2	Thermoplastic Pavement Marking Lines Crosswalk, Hi-Visibility – 24” White Bars NCDOT Std.	210	Lin. Ft.		
7.3	Thermoplastic Pavement Marking Symbol Bicycle Shared Lane NCDOT Std.	20	Each		
7.4	Permanent Raised Pavement Marker Yellow / Yellow	30	Each		
<b>Total - Re-Striping, Re- Marking and Replacement of Permanent Raised Pavement Markers Bid</b>					

**Erosion Control Bid**

This section of the bid is for furnishing, installation, maintenance, and removal of designated sedimentation and erosion control measures, transporting and satisfactory disposal of sediment and debris, including, labor, equipment, materials, consumables, any permits, fees, and all else required to accomplish such work on the designated section of Burrage Rd., NE in accordance with the details as shown on the construction drawings and covered by this contract.

**Construction Materials and Methods:** Install sedimentation and erosion control measure in locations as shown and in accordance with the details as shown on the construction drawings, the provisions of the Standard Specifications, Standard Drawings, and as directed by the Director or his designated representative.

Construction Requirements: The work includes all descriptions, construction methods, requirements, and materials as specified in **Division 16 – EROSION CONTROL AND ROADSIDE DEVELOPMENT** of the Standard Specifications and North Carolina Erosion and Sediment Control Planning and Design Manual, latest revision in an acceptable manner and all else required to the satisfaction of the City of Concord.

It is the intent of this contract that installation of sediment and erosion control be installed and in place prior to ground disturbing operations and that such measures be maintained throughout the time of the project and until the project is accepted. Sediment and erosion control measures are to be inspected, cleaned and repaired to proper working order after any rain event over 1-inch. All removed sediment and erosion control devices shall become the property of the Contractor.

Method of Measurement and Basis of Payment: The quantity of sediment and erosion control devices and measures will be measured and paid for at the contract unit price for each Pay Item listed below. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, North Carolina Erosion and Sediment Control Planning and Design Manual, or any Special Provisions attached hereto.

Removal, reinstallation, and replacement of incorrectly placed, installed, or failed sediment and erosion control devices and measures as determined by the Director or the Director’s representative will be at the Contractor’s expense and will not be subject to payment by the City.

Note: Price for sediment and erosion control devices and measures installed and accepted includes, but is not limited to, layout, staking, providing labor, certifications, equipment, materials, consumables, tacking, watering, displacement precautions, maintenance, cleaning, removals, hauling and transporting, a tacking, spreading and finishing, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Erosion Control	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
8.1	Temporary Silt Fence	200	Lin. Ft.		
8.2	Stone Outlet at Sediment Fence using Class B and No. 57 Stone	4	Ton		
8.3	Inlet Protection Block and Gravel	4	Each		
8.4	Inlet Sediment Control Devices with Curb Deflector	3	Each		
8.5	Seeding and Mulching – 3 CED	3	Acre		
8.6	Dust Control	1	Lump Sum		
.....					
<b>Total – Erosion Control Bid</b>					

**Incidentals Bid**

This section of the bid is for the construction and any tie-ins of incidental work as specified on the construction plans and the following Pay Items and all else required to accomplish such work on the designated section of Burrage Rd., NE or the adjoining properties within the project limits in accordance with the details as shown on the construction drawings and covered by this contract.

Construction Materials and Methods: Perform, provide, and construct incidental work in accordance with the details as shown on the construction drawings, the provisions of the Standard Specifications and as directed by the Director or his designated representative.

Construction Requirements: The work includes all descriptions, construction methods, requirements, and materials as specified in **Division 8 – Incidentals** of the Standard Specifications and any other applicable Divisions of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord.

Method of Measurement and Basis of Payment: The quantity of incidentals will be measured and paid for at the contract unit price for each Pay Item listed below. 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 Section 2 – Project Information of the General Conditions, the Standard Specifications, Standard Drawings, or any Special Provisions attached hereto.

**Note:** Price for specified incidentals listed as Pay Items constructed, installed, and accepted includes, but is not limited to, providing any and all labor, equipment, materials, consumables, engineering, surveying, layout, staking, and placing on design grade or location, relocates, demolition, excavation, any undercutting, furnishing and placing all backfill material, compaction, forming, placing / pouring of any concrete, laying brick or blocks, constructing and sealing any joints, installing hardware and any wiring, reinforcements, and consumables, relocations of private utility lines, pipes, and appurtenances, relocation or replacement of ornamental vegetation, finishing, testing, removal and replacement of misaligned, damaged or settled items, and coordination of the work with other agencies or contractors performing work in the immediate vicinity of the work, and all else required to accomplish such work on the designated section of Burrage Rd., NE or the adjoining properties within the project limits in accordance with the details as shown on the construction drawings and covered by this contract.

There will be no payment made for any item of the work not specifically listed as a Pay Item as they are considered incidental to the work.

Pay Item	Pay Item Description – Incidentals	Quantity	Units	Unit Price (\$)	Unit Amount (\$)
9.1	Non-engineered retaining wall as detailed on the Construction Drawings	1	Lump Sum		
9.2	Relocations – Columns, Fences, Mail Boxes and all private utilities	1	Lump Sum		
9.3	Relocations – Ornamental Vegetation such as Bushes, Flowers, Trees,	1	Lump Sum		
<b>Total - Incidentals Bid</b>					



**BID SHEET**

<b>Mobilization Bid:</b>	\$ _____
<b>Removal of Existing Pavement Bid:</b>	\$ _____
<b>Stormwater Infrastructure Bid:</b>	\$ _____
<b>Proof Rolling and Establishment of Existing Roadway Bid:</b>	\$ _____
<b>Concrete Infrastructure Bid:</b>	\$ _____
<b>Reconstruction and Paving of Roadway Bid:</b>	\$ _____
<b>Re-Striping, Re-Marking, and Replacement of Permanent Raised Pavement Markers Bid:</b>	\$ _____
<b>Erosion Control Bid:</b>	\$ _____
<b>Incidentals Bid:</b>	\$ _____
<b>Total Bid (all above)</b>	\$ _____
<b>(5% Contingency)</b>	\$ _____

---

**TOTAL BID** \$ \_\_\_\_\_

---

- This bid shall not add any unauthorized additions, deletions, or conditional bid.
- Bidder agrees that any and all excavations are unclassified.
- This bid will remain subject to acceptance for **60** 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 for a period of **365** days.
- Bidder agrees that the Work will be substantially complete within **160** days after the Notice to Proceed is executed, completed, and ready for final payment on or within **180** days after the effective date of the contract. Time is of the essence.

Do Not Separate the Bid Form and Signature of Bidder sheets from the Contract document book.

- Continued Next Page -

\*\*\*\*\* SIGNATURE OF BIDDER \*\*\*\*\*

*If an Individual*

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of individual)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

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

*If a Partnership*

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

***If a Corporation***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(corporation name)

\_\_\_\_\_  
(signature of authorized official) Title: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

(Seal)

***If a Joint Venture (OTHER PARTY MUST SIGN BELOW)***

***If an Individual***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of individual)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

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

***If a Partnership***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

***If a Corporation***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(corporation name)

\_\_\_\_\_  
(signature of authorized official) Title: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

(Seal)

- 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: Bidders of Burrage Rd., NE Street Segment Improvement  
Transportation Fund No. 8600-581121

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

\_\_\_\_\_  
Signature of authorized official

Title: \_\_\_\_\_

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)



**TRANSPORTATION DEPARTMENT**  
**EXHIBIT "H"**  
**SPECIAL PROVISIONS AND CONDITIONS**  
for  
**Burrage Rd., NE Street Segment Improvement**  
**Transportation Fund No. 8600-5811218**

**SPC-1. – Pre-Bid Meeting and Questions by Bidders**

Attendance at a qualifying pre-Bid walk through of the project on October 12, 2014 at 2:00 PM on site will be required for a Bid submittal. All questions about the meaning or intent of the Bidding Documents and the contract documents shall be submitted to the Director at 704-920-5362 for consideration. Any 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 Bidding documents. Questions received less than 2 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**SPC-2. – Project Location**

Project location and any other specified areas under the contract work are as indicated on the construction drawings or as designed in writing as a Change Order to the Contractor by the Transportation Director. The construction drawings, standard details, general notes and any associated plans and documents are to be made part of these Special Provisions and Conditions. Please note that the Director may, in an emergency situation, call for work by the Contractor outside of the proposed project location by Change Order.

**SPC-3. - Bid and Bid Bond**

A Bid may be modified or withdrawn by the submitting Bidder at any time prior to the opening of bids. If, within 24 hours after bids are opened, and Bidder files a duly signed, written notice with the City and promptly thereafter demonstrated to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the contract documents.

A bond or deposit for the Bid is required in the amount of 5% of the Total Bid amount.

**SPC-4. Award, Waiver of Informalities and Right of Rejection**

The City of Concord reserves the right to waive informalities and also reserves the right to reject any or all Bids.

**SPC-5. – E-Verify**

Contractor is to be made aware that the City of Concord requires that employers use E-Verify and that the work authorization of employees are made through E-Verify in accordance with NCGS§64-26(a).

Contractor shall reference Exhibit "B" of the Standard Form Construction Contract and provide the Special Provisions and Conditions  
Burrage Rd., NE Street Segment Improvement

Affidavit with regards to this requirement.

**SPC- 6. – 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 Bidders undertake good faith efforts to recruit minority – disadvantaged business participation in the work. Reference the City of Concord DBE Program Policy Statement following. Bidders 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 Bidders as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Bidder’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.

Forms for use by Bidders in making said good faith efforts to recruit minority – disadvantaged business participation in the project and are hereby attached and made part of the Special Conditions (see following Forms for use as affidavits for the City’s MBE-DBE policy).

**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 shall be marked with an “X” to indicate the City is additional insured for specific lines of coverage.

The following wording must be entered exactly as stated 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 as stated on the 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. The Contractor shall certify the number of their employees to the Director.

**SPC-8. – Sales Tax and Use Tax, Finance Forms, Billings, and Privilege License**

The City’s designated representative (Inspector) 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 Form(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 Quote Package. Any questions with regards to such shall be coordinated through the City of Concord Finance Department.

The selected Contractor and any subcontractor(s) doing business with the City must hold a current City of Concord Privilege License issued by the City of Concord if a privilege license is authorized by law. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.

The selected Contractor shall complete the City of Concord Vendor form in the contract document package if Contractor has not already provided the City of Concord a Vendor form for the current fiscal year. Contractor shall reference Exhibit "E" Finance Forms of the Standard Form Construction Contract with regards to this requirement.

#### **SPC-9. – Performance and Payment Bonds**

The successful Bidder will be required to furnish a 100 percent (%) Performance Bond (on form provided by the City of Concord) and a 100 percent (%) Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the work.

#### **SPC-10. – Certain Provisions Relating to Project Construction:**

##### General Requirements

With respect to certain provisions, conditions, and requirements such as control of work, control of material, legal relations and responsibility to the public, prosecution and progress of the work, measurement and payment, and maintenance of traffic, the Contractor shall perform the work in accordance with the Standard Specifications and specifically the applicable sections of Division I of the Standard Specifications.

##### **Mobilization**

- Mobilization activities are to be communicated and coordinated between the Contractor and the Director or his representative 2 days prior to such activities occurring.
- The Contractor is solely responsible for all utility and infrastructure locates with regards to the work. All state and NC811 regulations and requirements shall be strictly observed by the Contractor. Reference Part 16 of the General Conditions.
- All permits, agreements, etc. not specifically secured by the City of Concord are the responsibility of the Contractor. Contractor is to coordinate permits, licenses, agreements, etc. with the City of Concord prior to beginning any work

##### Removal of Existing Pavement

- Blasting shall not be used on this project to break up and remove designated existing pavement and infrastructure. The Contractor shall exercise control and utmost care in any use of any jack hammering or vibratory equipment in breaking up operations where damage to drainage structures, utilities, adjacent structures, homes, or other facilities is likely to occur or is evident. The Director or his representative may prohibit or restrict the use of such equipment. Refer to SPC 11 below.

##### Stormwater Infrastructure

- Questions with regards to lines, grades, typical cross-sections, location – vertical and horizontal - of stormwater structures such be directed to the Director or the Director's representative. Contractor shall verify project construction control, provide all construction layouts, and any minimum required separation clearances in accordance the Standard Specifications and City of Concord requirements.
- Inverts in junction boxes, catch basins shall be smooth and shall be formed so as minimize sediment accumulation.

- Lids and covers shall be traffic or pedestrian rated as warranted or determined by the Director or the Director's representative and shall be flush with the travel surface except where designed to provide an inlet for stormwater flows.

#### Proof Rolling and Establishment of Existing Roadway

- The Contractor shall exercise control and utmost care in any use of vibratory rollers or vibratory equipment in compaction operations where damage to the roadway courses being placed, drainage structures, utilities, adjacent structures, homes, or other facilities is likely to occur or is evident. The Director or his representative may prohibit or restrict the use of vibratory rollers. Refer to SPC 11 below.

#### Concrete Infrastructure

- Curb and Gutter shall be of the type(s) specified on the construction drawings unless otherwise directed by the Director or his representative.
- All Concrete used on this project shall be non-tinted.
- In the event that the Contractor or his Subcontractor has a question with regards to placement, orientation or field modification of ADA - Wheelchair access points, the Contractor or Subcontractor will notify the Director or his representative for direction.
- Detectable warning dome mats shall be of the "insert" type, be red in color, and approved by the Director or the Director's representative before installing.
- Do not place vehicles on completed driveway or sidewalk areas until after 7 curing days or 3 curing days if "High Early Strength Concrete" is used. Use of "High Early Strength Concrete" is to be placed only with approval of the Director or his representative.
- Backfill is to be of a type approved by the Director or his representative and shall be accomplished within 4 calendar days after the completion of the 3-day curing period unless directed otherwise.

#### Reconstruction and Paving of Roadway

- Asphalt Bid Items for this contract **will not** be adjusted to the NCDOT Asphalt Cement Index. (ACI). There will be no separate measurement or payment for asphalt cement. All costs in connection therewith shall be included in the asphalt item in which asphalt cement is used.
- Weather, seasonal and temperature limitations for resurfacing shall be as specified in the Standard Specifications.
- It is the intent of this contract that pavement is to be accomplished immediately after the base and intermediated courses have been accepted by the City. If the paving contractor is a subcontractor, the Contractor has up to three (3) days after being notified by the City to direct the paving subcontractor to start their paving operations.
- The actual asphalt binder content used will be established during construction by the Director within the limits established in the Standard Specifications. In the event that a different mix is proposed in writing by the Contractor and if the Contractor and the Director mutually agree to a contract unit price for the new mix type Pay Item, payment will be made in accordance with the appropriate Method of
- The Contractor shall exercise control and utmost care in any use of vibratory rollers or vibratory equipment in compaction operations where damage to the pavement being placed, drainage structures, utilities, adjacent structures, homes, or other facilities is likely to occur or is evident. The Director or his representative may prohibit or restrict the use of vibratory rollers. Refer to SPC 11 below.

#### Re-Striping, Re-Marking, and Replacement of Permanent Raised Pavement Markers

- Refer to the construction drawings for locations and details.
- Pavement marking paint used to pre-mark permanent thermoplastic striping and marking locations shall be incidental to the contract unit price for Pay Item for Re-Striping, Re-Marking, and Replacement

of Permanent Raised Pavement Markers.

- Time limitations for replacement of thermoplastic pavement striping, markings and permanent raised pavement markers shall be in accordance with the Standard Specifications or as specified by the Director or his designated representative.
- Premarks are to be inspected and approved by the Director or his designated representative before placement of permanent thermoplastic pavement lines and markings.
- In the event that the Contractor or his Subcontractor has a question as to the placement or type of pavement striping or marking that differs from that which is shown on the construction drawings or what existed, the Contractor or Subcontractor will notify the Director for direction of the application to be used.
- If failure of a particular thermoplastic striping, marking, or permanent raised pavement marker item occurs within the time of the contract, the contractor shall begin to make necessary repair(s) within 48-hours of notification, weather pending. If failure occurs within the one (1) year warranty period, the Director or the Director's representative shall notify and the Contractor shall begin to make necessary repair(s) within seven (7) days, weather pending. Mobilization(s) for any observation period or one (1) year warranty work due to failure of items installed by the Contractor shall be incidental to the contract unit price for the failed Pay Item(s).
- Temporary (Interim) Street Marking Paint shall not be used as a long term application unless specified by Director in writing for applications such as winterization. However upon written notification by the Director or his representative, the Contractor will be required to winterize designated pavement striping and markings locations under this contract. The striping and markings are to be suitable for use in winter periods. Payment will be made under the Pay Item for the type of striping or marking placed.

#### Erosion Control

- Any necessary erosion control permits for this project from the North Carolina Department of Environment and Natural Resources (NCDENR) shall be secured by the City of Concord.
- Erosion control measures shall be inspected and repaired as required by NCDENR after severe weather and significant rainfall events in coordination with the Director or his representative.
- Dust control shall be maintained at all times.
- Removal of erosion control devices as designated by the Director or his representative shall be made by the Contractor at project completion.

#### Incidentals

Any and all items not specifically listed as a Pay Item on the Bid form which are necessary for completion of the work to the satisfaction of the City of Concord shall be considered incidental to the contract unit prices of all quoted items.

#### **SPC-11. – Protection and Restoration of Property**

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto in accordance with the provisions of the Standard Specifications specifically all the provisions of Section 107-11 of the Standard Specifications. Contractor will also be responsible for the maintenance of all project work prior to acceptance by the City.

The City of Concord will not be responsible for any claims or damages brought by the property owner(s). Should the Contractor fail to make necessary damage repairs within a reasonable period of time as determined by the Director to any public or private infrastructure damaged by the Contractor (or a Subcontractor) within the course of the work, the City of Concord will make repairs and shall be reimbursed by the Contractor for all labor, tools, and materials necessary to correct the failure. Such reimbursements shall be deducted from the money due the Contractor or shall be billed to Contractor.

**SPC-12. – Inspection and Final Acceptance of the Work**

Acceptance of the work shall be in accordance provisions of the Standard Specifications. The Director or his designated representative reserves the right to perform all inspection and make all final acceptance of the work. If failure of an item of work occurs within the time of the contract, the contractor shall begin to make necessary repair(s) within the time frames established and approved by the Director or his representative. Should the Contractor fail to make necessary repairs within the given time frames established and approved by the Director or his representative, the City of Concord will make repairs and shall be reimbursed by the Contractor for all labor, tools, and materials necessary to correct the failure. Such reimbursements shall be deducted from the money due the Contractor or shall be billed to Contractor.

**SPC-13. – MDBP Reporting with Final Payment**

The Contractor shall also submit a copy of the minority – disadvantaged business participation statement with the final payment invoice so as to capture and report all minority – disadvantaged business participation on the project to City of Concord, Attn: Ms. Dana Hood, Accountant, P.O. Box 308, Concord, N.C. 28026-0308. A copy of this report is also to be given to the Director or his representative. 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

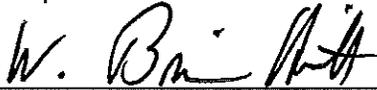
The City of Concord has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Concord has received Federal financial assistance from the Department of Transportation, and as a condition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

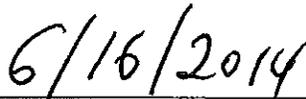
It is the policy of the City of Concord to ensure that DBEs as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field 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 Accountant that handles grant reporting has been designated as the DBE Liaison Officer. In that capacity, The Accountant 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.

  
City Manager

  
Date

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are found in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

The City of Concord is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Pub. L. 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, 112 Stat. 107.

Airport funds authorized by 49 U.S.C. 47101, et seq.

### **Section 26.5 Definitions**

The City of Concord adopts the definitions contained in 49 CFR Section 26.5 for this program.

### **Section 26.7 Non-discrimination Requirements**

The City of Concord will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, gender, or national origin. The City also follows the N.C. General Statutes and Administrative Code.

In administering its DBE program, the City of Concord will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, gender, or national origin.

### **Section 26.11 Record Keeping Requirements**

#### **Reporting to DOT: 26.11(b)**

We will report DBE participation to DOT as follows:

We will report DBE participation on a semi-annual or quarterly basis (whichever is required), using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

#### **Bidders List: 26.11(c)**

The City of Concord will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms. The City will

require a contract clause asking prime bidders to report the names and addresses of all firms who quote to them on subcontracts.

### **Section 26.13 Federal Financial Assistance Agreement**

The City of Concord has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### Assurance: 26.13(a)

The City of Concord shall not discriminate on the basis of race, color, national origin, or gender in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Concord of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

#### Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex (gender) in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21 DBE Program Updates**

The City will follow requirements of Title 49, Section 26.21 of the Code of Federal Regulations.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

We have designated the following individual as our DBE Liaison Officer:

Dana Hood  
Accountant  
City of Concord  
P.O. Box 308  
Concord, NC 28026-0308  
704-920-5229  
hoodd@concordnc.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Concord complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has adequate staff to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes City of Concord's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the City Manager and City Council on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance if applicable.
10. Provides outreach to DBEs and community organizations to advise them of opportunities when applicable.
11. Maintains the City of Concord's bidder list and maintains access to a directory of certified DBE's. (Section 26.11 c)

#### **Section 26.27 DBE Financial Institutions**

It is the policy of the City of Concord to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. To date we have identified no such institutions.

#### **Section 26.29 Prompt Payment Mechanisms**

The City of Concord will include the following clauses in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contract receives from the City of Concord. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily

completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Concord. This clause applies to both DBE and non-DBE subcontracts.

The prime contractor agrees to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The prime contractor agrees not to be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

### **Section 26.31 Directory**

The HUB Vendor Directory and the Directory of Transportation Firms may be accessed on the North Carolina Department of Transportation's web site, [www.ncdot.org/business/ocr](http://www.ncdot.org/business/ocr).

### **Section 26.33 Over concentration**

The City of Concord has not identified that over concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development Programs**

The City of Concord has not established a business development program. The City will re-evaluate the need for such a program every two years.

### **Section 26.37 Monitoring and Enforcement Mechanisms**

The City of Concord will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the N.C. Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by self-monitoring and reporting by sub-contractors, monitoring and reporting by contractors and spot checks by City construction site work supervisors
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43 Set-asides or Quotas**

The City of Concord does not use quotas in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

A description of the methodology to calculate the overall goal and the current goal calculations can be found in Attachment 3 of this program as it relates to DOT-assisted contracts exclusive of FTA funds. This section of the program will be updated every three years effective March 3, 2010.

In accordance with Section 26.45(f) the City of Concord will submit its overall goal to DOT by August 1 DOT-assisted contracts exclusive of FTA funds. The operating administration will determine the date of submission for FAA purposes. Before establishing the overall goal, the City of Concord will consult with community organizations including, but not limited to, minority and women's and general contractor groups to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Concord efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice in the Independent Tribune, Cabarrus Neighbors, La Noticia and the Charlotte Post newspapers and the City's web site of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at Concord City Hall for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, the City will issue this notice by June 15 for each year. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Goals for highway construction projects funded with federal aid highway funds are set by the North Carolina DOT.

### **Section 26.47 Goal Setting and Accountability**

If the awards and commitments shown on the City of Concord's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and

3. Implement a corrective action plan and maintain information/records regarding the analysis and efforts made.

#### **Section 26.49 Transit Vehicle Manufacturers Goals**

The City of Concord will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Concord may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. (Applicable to FTA recipients i.e. Rider System)

#### **Section 26.51 Meeting Overall Goals/Contract Goals**

The City of Concord will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. The City of Concord will use race-neutral means by arranging solicitations, presentation of bids, quantities, specifications and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under 26.39 of the part.

The City of Concord will not use contract goals until and unless, we are unable to meet overall goal using race-neutral means and there are DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of total amount of a DOT-assisted contract.

#### **Section 26.53 Good Faith Efforts Procedures**

##### Demonstration of good faith efforts (26.53(a) & (c))

It is the obligation of the bidder/offeror to make good faith efforts. The bidder/offeror should be able to demonstrate that it has done so by documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26 of the CFR. The City will provide information regarding Good Faith Efforts at the preconstruction meeting when applicable for DOT assisted contracts.

The North Carolina DOT Goal Compliance Committee is responsible for determining whether a bidder/offeror has sufficiently documented good faith efforts for DOT assisted contracts.

The City will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

If a contract goal is used for FTA assisted projects the City will ensure that Good Faith Effort requirements are followed per 49 CFR Part 26.53. Good Faith Effort information is reported during the program.

##### Information to be submitted (26.53(b))

The City of Concord treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which race-neutral participation has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 30 days of being informed by City of Concord that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Brian Hiatt, City Manager City of Concord P.O. Box 308 Concord, NC 28026-0308 (704)-920-5215 [hiattb@ci.concord.nc.us](mailto:hiattb@ci.concord.nc.us), the DEBELO or other designated person. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. All Good Faith Effort information related to DOT assisted contracts will be forwarded to the North Carolina DOT Goal Compliance Committee. The DOT Goal Compliance Committee checks each Good Faith Effort for completeness and the committee will decide whether a Good Faith Effort was satisfactory or not. The City will communicate the DOT decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not subject to an administrative appeal to the N.C. Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Concord will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet race-neutral participation. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Concord to practice

nondiscrimination based on race, color, sex (gender), or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 9), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4).

#### **Section 26.55 Counting DBE Participation**

The City will count DBE participation toward overall goals as provided in 49 CFR 26.55.

### **SUBPART D – CERTIFICATION STANDARDS**

#### **Section 26.61 – 26.73 Certification Process**

The City of Concord does not certify a business as a DBE, the certification process is performed by the State of North Carolina.

### **SUBPART E – CERTIFICATION PROCEDURES**

#### **Section 26.81 Unified Certification Programs**

The City of Concord is the member of a Unified Certification Program (UCP) administered by the State of North Carolina. The UCP will meet all of the requirements of this section. The City of Concord will use and count for DBE credit only those DBE firms certified by the State of North Carolina UCP.

For information about the certification process or to apply for certification, firms should contact:

North Carolina Department of Transportation  
Business Opportunity & Workforce Development (BOWD)  
1511 Mail Service Center  
Raleigh, NC 27699-1511

(919) 508-1808  
Toll Free: 1(800)522-0453

Or visit the NCDOT's UCP website at:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/UCP%20Certification%20Process%20for%20DBE%20firms.aspx>

### **Section 26.89 Certification Appeals**

Any firm or complainant may appeal a North Carolina UCP's decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation  
Office of Civil Rights Certification Appeals Branch  
1200 New Jersey Ave. SE  
West Building, 7<sup>th</sup> Floor  
Washington, D.C. 20590

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.103 Information, Confidentiality, Cooperation - FTA Programs**

The City will follow enforcement actions contained in Section 26.103 of the CFR.

### **Section 26.105 Information, Confidentiality, Cooperation – FAA Programs**

The City will follow enforcement actions contained in Section 26.105 of the CFR.

### **Section 26.109 Information, Confidentiality, Cooperation**

The City will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state and local law. The City complies with provisions of the Federal Freedom of Information Privacy Act (5 U.S.C. 552 and 552a.), not in contradiction to the N.C. Public Records statutes found as N.C. General Statute §132.-1.2. The City may make available to the public any information concerning the DBE program which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, the City will not release information that may be reasonably construed as confidential business information to any third party without the written consent of the firm that submitted the information, other than DOT, FTA, or FAA.

### **Monitoring Payments to DBEs**

The City will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

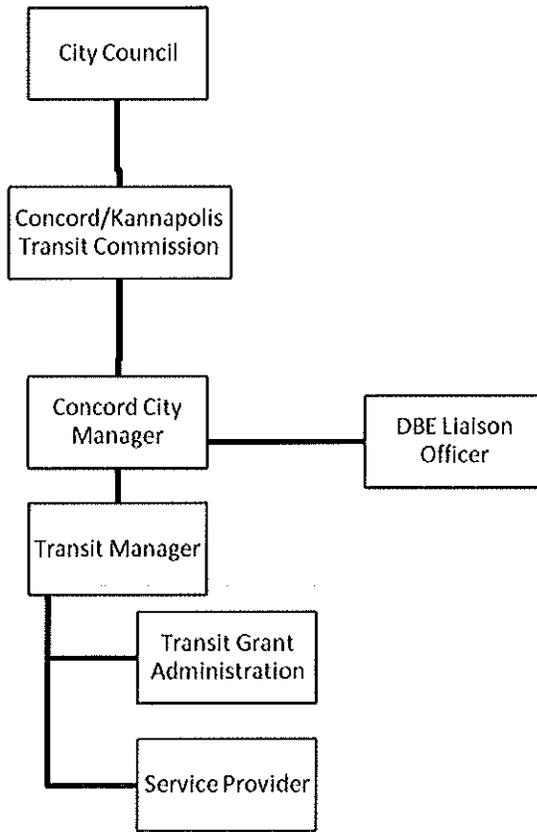
### **ATTACHMENTS**

Attachment 1	Organizational Charts
Attachment 2	Monitoring and Enforcement Mechanisms
Attachment 3	Overall Goal Calculations
Attachment 4	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 5	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 6	Procedures for Removal of DBE's Eligibility
Attachment 7	Regulations: 49 CRR Part 26
Attachment 8	DBE Directory

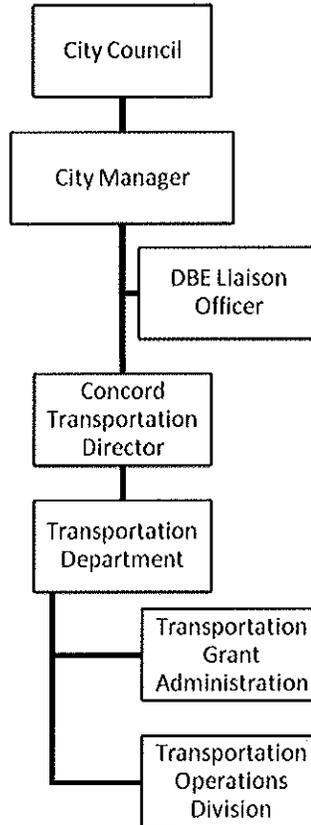
Attachment 1

Organizational Charts

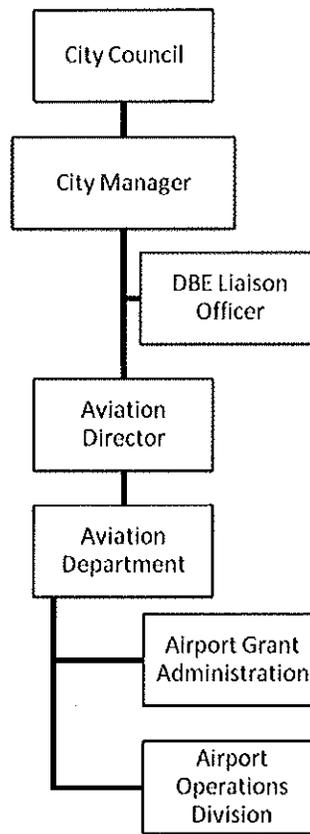
**Transit Organizational Chart**



## Transportation Organizational Chart



## Aviation Organizational Chart



## **Attachment 2**

### **Monitoring and Enforcement Mechanisms**

The City has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to North Carolina Law;
3. Civil rights actions pursuant to U.S. and N.C. law.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

**Attachment 3**

**Section 26.45: Overall Goal Calculation**

City of Concord, North Carolina

**Amount of Goal**

1. City of Concord's overall goal for FY 09/10 is the following: 6% of the Federal Financial assistance we will expend in DOT-assisted contracts exclusive of FTA funds to be used for the purchase of transit vehicles.

**Methodology used to Calculate Overall Goal**

**Step 1:** 26.45(c) - Determine the base figure for the relative availability of DBEs.

The base figure for the relative availability of DBE's was calculated as follows:

Ready, willing, and able DBE's	18
Base figure =	_____

All firms ready willing and able	289
----------------------------------	-----

The data source or demonstrable evidence used to derive the numerator was:

- o Disadvantaged Business Directory, 2009 NCDOT
- o NCDOT Disadvantaged Enterprise Directory, 2009

The data source or demonstrable evidence used to derive the denominator was:

- o 2000 County Business Patterns, U.S. Census

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number is 6%.

**Step 2:** 26.45(d) - Determine any adjustments to base figure.

Past participation for DOT-assisted contracts is as follows: FY07 (45%), FY08 (8.4%), FY09 (5%). Our historical median is 8.4%. Our percentages range widely due to the small number of contracts issued each year, and the fact that our largest contract is issued every 3-5 years.

As the availability of qualified DBEs in our region is 6%, and our past participation median is 8.4%, we will continue our set goal of 6%, to be achieved by race-neutral means, as there are a number of DBEs actively competing for current contracts.

Given the amount of DOT-assisted contracts the City of Concord expects to let during this fiscal year, which is \$2,083,370, we have set a goal of expending \$125,002 with DBE's during this fiscal year.

**Public Participation**

The City published the goal information in these publications: Independent Tribune, La Noticia, The Charlotte Post and Concord City website. No public comments were received.

## Attachment 4

### Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

The City of Concord uses race-neutral participation to achieve its overall goal.

An excerpt (Art. XVIII) of the applicable portion of the City's Transit Policy Manual appears below.

#### **Article XVIII Disadvantaged Business Enterprise (DBE) Program**

##### **18.1 Disadvantaged Business Enterprise Liaison Officer**

The City's Purchasing Officer will administer the DBE Program; will function as the DBE liaison officer; and will be responsible for:

developing, managing, and implementing the DBE program on a day-to-day basis;  
carrying out technical assistance activities for DBEs; and  
disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to bid on the Applicant's contract.

##### **18.2 Proof of Certification**

To ensure that this program benefits only firms that are owned and controlled by socially and economically disadvantaged individuals, the City will require any firm to submit proof of its certification by the N.C. DOT or the State of North Carolina.

##### **18.3 Goal Methodology**

The methodology used to establish the overall goal, including determining the relative availability of DBEs in the Transit System's market area and making any necessary adjustments, consists of a multi-step process, consistent with that outlined in the Federal Register (49 C.F.R. Part 26) Steps 1 and 2.

**A. Preliminary Actions.** Identify the geographic market area and project activities with NAICS Codes.

1. Determine the Transit System's normal market area for procuring goods and services, by county, because of the data format contained in the Census' County Business Patterns.
2. Select the market area based on the geographic area, where, historically, the majority of successful bidders originated, and where the substantial majority of the contracting dollars were spent. This establishes the geographic parameters for statistical analysis of the relative availability of DBEs.
3. Review the Transit System's proposed projects in order to determine the types of projects/activities involving federal funds (FTA) proposed for the fiscal year and group them according to major NAICS codes.
4. Identify the project activities and/or types of firms/services required by the major relevant NAICS codes needed to complete these projects. This action triggers the market search for both "all firms" and DBE firms within the selected geographic parameters, and for the same NAICS codes, in order to help determine the relative availability of DBEs.

5. Collect information, if available, on the engineering cost estimates or other detailed cost estimates for the project activities, in order to allocate these costs according to the identified major NAICS codes. This action may permit the availability of DBEs in each major NAICS code to be "weighted" according to the relative percent-of-project-cost by NAICS code.

**B. Step 1.** Determine the relative availability of DBEs in the geographic market area.

1. Examine the current census data (County Business Patterns) for the geographic market area, by county, using the previously-identified NAICS codes to determine the total number of firms that perform the types of work/activities relevant to the proposed FTA projects.
2. Determine the initial relative availability of DBEs in the geographic market area, only within the identified NAICS codes, using a variety of data sources. Some data sources for this determination include the following:
  - a. County Business Patterns,
  - b. Disadvantaged Business Directory  
Architecture/Engineering/Consulting/Planning/Service & Supply Firms, N.C.  
DOT,
  - c. N.C. DOT Disadvantaged Enterprise Directory, and
  - d. Local City/County Directories, where available.
3. Count only the DBE firms by relevant NAICS codes that are capable of performing work relevant to the proposed projects. Compare DBE firms to "all firms" in the same codes to determine the initial relative availability of DBE firms within the geographic market area.
4. Calculate the Step 1 DBE base figure, or the "weighted" DBE base figure to determine the relative availability of DBE firms in all the relevant NAICS codes.

**C. Step 2.** Adjust the DBE base figure.

In accordance with 49 C.F.R. 26, give consideration to "...additional evidence in the sponsor's jurisdiction [which should] be considered to determine what adjustment, if any, is needed to the base figure in order to arrive at your overall goal" (26:45(d)).

**D. Step 3.** Calculate or estimate the race-neutral DBE goal.

If applicable, review the history of DBE participation on FTA projects in previous years in the City and look for factors that indicate race-neutral DBE accomplishment. This review could be, for example, quantifying the amount by which the City exceeded its established DBE goals in the past. The median amount by which the goals were exceeded could be evidence to support a projection of race-neutral participation.

#### **18.4 City of Concord DBE Program Goal**

**A. Name and Location.** The City is located in Cabarrus County, approximately 20 miles north of the City of Charlotte.

**B. Definition of Project Service Area.** The normal geographic market area was determined through consultation with engineers/planners/consultants and an assessment of historic bidders for similar projects, i.e., the area where the majority of dollars in both construction and professional services were spent. This area included the municipalities of Concord and Kannapolis.

**C. Determining the Step 1 DBE Base Figure.** The Step 1 DBE base figure was derived by using a weighting process by which the percentage of dollars spent on various activities (represented by NAICS codes) were multiplied by the percentage of relevant DBE firms to "all relevant firms" in the area. (This base figure also mirrors the figure used by the Concord Municipal Airport for their DBE program.) Refer to Attachment 3 of this document for current goal information.

**D. Adjusting the DBE Base Figure.** After the DBE base figure has been developed, the regulations (49 C.F.R. Part 26) require that:  
"...Additional evidence in the sponsor's jurisdiction be considered to determine what adjustment, if any, is needed to the base figure in order to arrive at your overall goal" (26:45(d)).

1. The regulations also state that several types of evidence that must be considered when adjusting the base figure. These include:

"(i) The current capacity of DBEs to perform work in your DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years."

2. In analyzing the Step 1 DBE base figure, the regulations also require consideration of:

"Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure..." (26:45 (d)(1)(ii)),

"Statistical disparities in the ability of DBEs to get the financing, bonding, and insurance required to participate in your program," and

"Data on employment, self-employment, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program" (26.45(d)(2)(I)(ii)).

The City has not conducted a disparity study.

3. Refer to Step 2 of Attachment 3 of this document for current goal information.

**E. Race-Neutral/Race-Conscious Projections.** The City proposes to accomplish its entire overall goal with race neutral goals. Due to its lack of project and/or funding history, there are no indicators of potential race-neutral or race-conscious participation levels.

**F. Contract Goals.** The City will use race-neutral means. The City does not use contract goals.

**Attachment 5**

**Forms 1 & 2 for Demonstration of Good Faith Efforts**

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

-----  
-----  
-----  
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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each DBE subcontractor.)

**Attachment 6**

**Procedures for Removal of DBE's Eligibility**

**Decertification Procedures**

**The City of Concord does not certify a business as a DBE, the certification process is performed by the State of North Carolina; therefore procedures for removal of DBE's eligibility are also performed at the State level.**

**Attachment 7**

**Regulations: 49 CFR Part 26**

[www.ecfr.gpoaccess.gov](http://www.ecfr.gpoaccess.gov) – 49 CFR Part 26

**Attachment 8**

**DBE Directory**

<https://partner.ncdot.gov/VendorDirectory/default.html>

## **AMENDMENT 1**

### **Section 26.39 Fostering Small Business Participation**

The City of Concord encourages and promotes small business participation and has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition by small business concerns, as defined in 49 CFR Part 26.5, the City will take reasonable steps to eliminate obstacles to their participation in the following ways:

1. On prime contracts greater than \$100,000, not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self performing all the work involved. The City will put the required language in all bids documents to require prime contractors to unbundle their work and to bid out smaller projects to small business concerns.
2. To meet the portion of our over all goal we project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform. The City of Concord regularly puts out bids under \$300,000, and encourages and promotes small business participation on these bids.

The City of Concord will also make an effort to unbundle all large projects when feasible.

The City of Concord does not certify a business as a small business; the certification process is performed by the State of North Carolina.

### **Section 26.53(f) Good Faith Efforts**

The prime contractor can not terminate a DBE without the prior written approval from the City of Concord. The prime contractor has to prove good cause as explained in 49 CFR part 26.53 (f)3 in order for the City to provide its written consent to do so.

Adopted by City Council of Concord on September 11, 2003  
Attachment 1 amended on September 9, 2010  
Amended November 11, 2010  
Amended June 10, 2012  
Amended June 12, 2014

EXHIBIT "I"

MINORITY BUSINESS PARTICIPATION  
FORMS

(To be submitted by awarded contractor)



# 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.

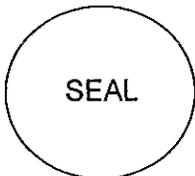
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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

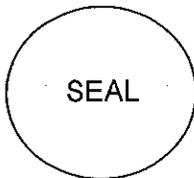
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# 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 ID# \_\_\_\_\_ (Project Name) 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)

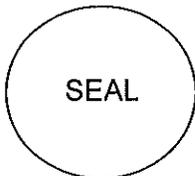
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

# 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: \_\_\_\_\_



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: Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-581121

You are hereby notified that the Bid submitted by you for the above named project in response to the City of Concord's Invitation to Bid dated November 4, 2014 in the amount of \_\_\_\_\_  
\_\_\_\_\_ and 100...Dollars (\$ \_\_\_\_\_)  
has been accepted.

You are hereby requested to execute the formal Standard Form Construction Contract with the City of Concord and to furnish and provide your E-Verify Statement, W-9 form, Certificate of Insurance, Performance Bond, Payment Bond, and any associated Power of Attorney(s), Minority Business Participation Forms, along with any other contract 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.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "K"**  
**NOTICE TO PROCEED**  
**(DATE OF AVAILABILITY)**

TO:

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

**PROJECT:** Burrage Rd., NE Street Segment Improvement Transportation Fund No. 8600-581121

**PROJECT DESCRIPTION:** The work under this contract includes, but is not limited to, the selected Contractor performing mobilization, breaking up, removal, disposal of existing pavement and curb and gutter segments, excavation, layout and installation of stormwater infrastructure, proof rolling and establishment of existing roadbed, installation and tie-ins of concrete infrastructure, reconstruction and paving of new roadway, re-stripping, re-marking, and replacement of permanent raised pavement markers, erosion control and specified incidentals on a designated segment of Burrage Rd., NE and adjoining properties within the project limits in the City of Concord including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, layouts, supplemental surveying and engineering, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling and transporting, traffic control safety operations, site security, security of the work, utility infrastructure removals and resettings, other incidental relocations, removal, disposal, or re-use of any debris, cleanup, and disposal(s), testings, cleanup, maintenance, and touch-up repair(s), and all else required as necessary to the satisfaction of the Director and the City of Concord as identified by the Transportation Department in accordance with the contract documents, Standard Specifications, Standard Drawings, and all else required to the satisfaction of the Director and the City of Concord.

All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest Edition, the North Carolina Department of Transportation Roadways Standards Drawings, latest Edition the Manual on Uniform Traffic Control Devices, latest Edition and the City of Concord Technical Standards Manual, latest Edition. The Contractor shall keep himself fully informed of all Federal, state, and local laws, ordinances, and regulations.

You are hereby formally notified to commence work on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2014 under the assigned City of Concord Purchase Order No(s). \_\_\_\_\_ in accordance with the Contract documents for the work.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Concord, North Carolina**

By: \_\_\_\_\_  
Title: City Manager