Concord
NORTH CAROLINA
High Performance Living

BID PACKAGE
For

Street Preservation

Contract No. STR15-SPRING

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: February 23, 2015

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, Friday, March 13, 2015 for Street Preservation Contract No. STR15-SPRING.

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 work such as patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, 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
Street Preservation Contract STR15-SPRING

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 street preservation and other associated work on designated streets in 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, patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, and all else required as necessary 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 **NINETY (90)** calendar days of the Commencement Date. The date that is **NINETY (90)** 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:

Coverage	Minimum Limits
Workers' Compensation	$100,000 each accident, $100,000 bodily injury by disease each employee, $500,000 bodily injury by disease policy limit
General Liability	$1,000,000 per occurrence regardless of the contract size
Automobile Liability	$1,000,000 per occurrence regardless of the contract size
Umbrella	☐ $1,000,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise, ☒ $2,000,000

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

Sec. 8. Documentation Requirements:

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

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

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

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

Sec. 9. Performance of Work by Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized,

sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.
The following attachments are made a part of this contract and incorporated herein by reference:

(a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
(b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
(c) Exhibit "C" – Tax Form(s) 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:		To the Contractor:
J.K. Wilson, III, PE	VaLerie Kolczynski, Esq.	_____
City of Concord	City Attorney	_____
P.O. Box 308	PO Box 308	_____
Concord, NC 28026	Concord, NC 28026	_____
Fax Number: (704) 795-0404	Fax Number: (704) 784-1791	

(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:

By: _____
City Manager

Date: _____

ATTEST BY:

_____
City Clerk

APPROVED AS TO FORM:

_____
Attorney for the City of Concord

_____
(Typed or Printed Legal Name of Contractor)

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

Printed Name: _____

Title: _____

Date: _____

ATTEST:

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

Printed Name: _____

Title _____

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

_____
Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Streets Preservation Work Contract No. STR15-SPRING between the CITY OF CONCORD and _____ dated Notice to Proceed Date specified on EXHIBIT "K."

Scope of Services:
The Contractor shall provide all work for specified work such as patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, 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 **$2,500,000** 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 _____, 2015.

_____

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 _____, 2015.

My Commission Expires:

_____ _____

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

(To be submitted by awarded contractor)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exemptions

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

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

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

EXHIBIT "D"

CERTIFICATE OF INSURANCE

(To be submitted by awarded contractor)

EXAMPLE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ironwood Insurance Services
3715 Northside Parkway NW
STE 1-500
Atlanta GA 30327-2868

CONTACT NAME: Robyn Whaley
PHONE (A/C, No, Ext): (404)503-9100 FAX (A/C, No): (404)503-9101
E-MAIL ADDRESS: rwhaley@ironwoodins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Specially Insurance Company	27154
INSURER B: Lloyd's of London	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Company Name & Address

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X		7110118100003	04/05/2013	04/05/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		7110118100003	04/05/2013	04/05/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		7110118100003	04/05/2013	04/05/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4060332370003	04/05/2013	04/05/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	Professional Liability	N/A		UCS266313513	04/05/2013	04/05/2014	Per Claim Annual Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Concord is named as additional insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francie Mooney/Robyn

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EXHIBIT "E"

FINANCE FORMS

(To be submitted by awarded contractor)

TRANSPORTATION DEPARTMENT

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

CITY OF CONCORD VENDOR INFORMATION FORM

CITY OF CONCORD

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

LEGAL NAME OF COMPANY/CORPORATION:_____

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

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

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

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

FEDERAL TAX ID#_____SOCIAL SECURITY # IF INDIVIDUAL_____ _____ _____

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

QUOTATION ADDRESS:_____COUNTY_____

MAILING ADDRESS (PURCHASE ORDERS)_____

REMITTANCE ADDRESS_____

INVOICE PAYMENT TERMS_____DISCOUNT,IF YES,EXPLAIN_____

MANAGER:_____PHONE:_____FAX:_____

SALES REPRESENTATIVE:_____PHONE_____FAX:_____

CONTACT PERSON:_____PHONE:_____FAX:_____

ACCOUNTS RECEIVABLE CONTACT:_____PHONE:_____FAX:_____

TYPE OF DISTRIBUTOR_____PRODUCTS/SERVICES OFFERED:_____

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

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

FOR CITY USE BELOW:

PERSON SUBMITTING FORM:_____DATE:_____

RECEIVED IN PURCHASING BY:_____DATE:_____

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

Concord
NORTH CAROLINA
High Performance Living
26 Union Street South, P.O. Box 308, Concord, NC 28026 - concordnc.gov

DATE: July 1, 2014

SUBJECT: PRIVILEGE LICENSE REMINDER

VENDOR NAME_____

VENDOR FAX NUMBER_____

VENDOR EMAIL ADDRESS_____

VENDOR ATTENTION NAME: _____

Please note: Our fiscal year ends on June 30th. Our new year begins July 1st. All privilege license fees need to be paid prior to the beginning of the new 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 RANDY SHUE

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

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

Finance
Phone (704) 920-5200 • Fax (704) 788-9375
Purchasing Department 704-920-5440
Tax Department 704-920-5216

NORTH CAROLINA SALES TAX REPORT

OWNER: CITY OF CONCORD
PROJECT: # STR15-SPRING

CONTRACTOR: _____
PURCHASE ORDER: _____

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

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

_____
Contractor or Subcontractor Name (Print)

Signature: _____

Name (Print): _____

Title: _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FIN/AP/30
Revised 6/14/05

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

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

PROJECT: #STR15-SPRING **DESCRIPTION:** **STREET PRESERVATION CONT. No. STR15-SPRING**

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

APPLICATION FOR PAYMENT NO. _____ SHEET NO. _____ OF

PERIOD FROM:_____ TO: _____

CERTIFICATE OF THE CONTRACTOR

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

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

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

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

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

Name of Contractor: _____ Address: _____

Signed:_____ Title:_____ Date: _____

CERTIFICATE OF CONSTRUCTION ADMINISTRATOR/ENGINEER

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

Consultant Engineer:_____ Date: _____

Construction Administrator:_____ Date: _____

APPROVED AND PAYMENT RECOMMENDED:

CITY OF CONCORD

Signed:_____ Title:_____ Date: _____

FIN/AP/31
Revised 03/14/07

EXHIBIT "F"

BOND FORMS

(To be submitted by awarded contractor)

TRANSPORTATION DEPARTMENT

P.O. Box 308 – 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5331

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: **Street Preservation**
Contract No. STR15-SPRING

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 OBLIGAITON 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)

_____
Surety (Name of Surety Company)

WITNESS:

BY_____

_____

TITLE_____Attorney in Fact_____

(Corporate Seal of Surety)

COUNTERSIGNED:

_____
(Address of Attorney in Fact)

_____
N.C. Licensed Resident Agent

TRANSPORATION DEPARTMENT

EXHIBIT "G"
GENERAL CONDITIONS, BID FORM,
and DEBARRED FIRMS CERTIFICATION FORM
for
Streets Preservation Contract No. STR15-SPRING

The City of Concord is soliciting formal bids from interested, licensed Contractors performing such work such as patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord. 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.

Director – City of Concord Transportation Director or his designated representative.

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 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 patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord.

   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 **NINETY (90)** 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 Streets Preservation Contract No. STR15-SPRING.

   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 Streets Preservation Contract No. STR15-SPRING and the Special Conditions

9) Indemnity: Refer to **Sec. 13** of the **STANDARD FORM CONSTRUCTION CONTRACT** for Streets Preservation Contract No. STR15-SPRING. 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.

10) 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.

11) 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.

12) 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.

13) 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.

14) 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.

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

16) 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.

17) 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.

18) 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 under the Standard Specifications. 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.

19) 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.

20) 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.

21) 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 Streets Preservation Contract No. STR15-SPRING.

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.

22) 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.

23) 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.

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BID FORM

Bids are to be submitted to the following address by 2:00 p.m. local time Friday, March 13, 2015

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 – Streets Preservation Contract No. STR15-SPRING

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.

STREET PRESERVATION WORK

The following sections of the bid are for the patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as indicated in the Special Conditions in accordance with the provisions of the Standard Specifications and Standard Drawings and in accordance with the requirements shown in the contract documents or plans.

All costs associated with mobilization(s) for all the work under this contract consisting 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; 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 and operations including pedestrian safety and traffic control which must be performed for costs incurred prior to beginning work on the various items on the project site shall be included and covered under and part of the unit costs bid for each Pay Item.

Inspection, quality control management and required testing for any and all materials used for the work shall be in accordance with the Standard Specifications and in accordance with the requirements shown in the contract documents and the provisions of these specifications.

Crack and Joint Sealing Section Bid

This section of the bid is for crack sealing longitudinal and transverse cracks and joints with PS/AR (hot-poured rubber asphalt) on streets designated for such work in the Special Conditions. It is the intent of this contract that crack sealing operations are to be accomplished in an expeditious manner to take advantage of cooler weather conditions. The work also includes all

construction methods as specified in Section 657-3 of the Standard Specifications in an acceptable manner and all else required to the satisfaction of the City of Concord. The Contractor will not be required to seal the existing edge joints. Scheduling shall be coordinated with the City of Concord.

Equipment:
A hot compressed air (HCA) lance shall be used to blast out any vegetation, dirt, dampness, and loose material fro the cracks and joints. A trailer mounted 190 gallon safety tested crack sealant preheater melter kettle, with horizontally mounted full sweep double paddle agitator shall be used to preheat the sealant.

Construction Requirements: All construction methods shall be in accordance with Section 657-3the of Standard Specifications. Follow the manufacturer's recommendations

Sealing operations shall not be conducted when the surface temperature of the pavement is below 32° F temperature. Prior to installing the PS/AR (hot-poured rubber asphalt), all objectionable material shall be blasted out the cracks and joints with a hot compressed air (HCA) lance having a minimum 3,000° F temperature and with a minimum jet force of 3,000 ft./sec. blasting. Joints and cracks shall be clean, warm, and dry prior to sealing. Application of the PS/AR (hot-poured rubber asphalt) shall be at a temperature between 370° F minimum and 420° F maximum using a pressure screed shoe to completely fill the cracks or joints, leaving a sealed 2-in overband. Excessive overbanding or waste of material will not be tolerated. Immediately squeegee the crack or joint to minimize the height of the overband.

All cracks or joints shall have a minimum 1/8-in. depth of sealant installed. After sealing properly, promptly remove any excess sealer on the pavement. Traffic is not to be permitted over the sealed areas unless approved by the Director or the Director's representative. Sand or the manufacturer's recommended material may be applied on top of the sealant to prevent traffic pick-up.

Method of Measurement and Basis of Payment:
The quantity of sealing existing pavement cracks and joints will be measured as the actual number of linear feet of PS/AR (hot-poured rubber asphalt) material that have been satisfactorily used to seal pavement cracks and joints on the designated streets. Any material that has been spilled, used in excessive overbanding, wasted, misapplied, or unsatisfactorily used in any way will be deducted in determining quantities for payment. The Director or the Director's representative will determine the quantity, if any, to be deducted. The Director or the Director's representative on the quantity to be deducted will be final and binding.

The quantity of linear feet of PS/AR (hot-poured rubber asphalt) material measured as provided above, will be paid for at the contract unit price per linear feet.

Pay Item	Pay Item Description – Streets Crack and Joint Sealing	Quantity	Units	Unit Price ($)	Unit Amount ($)
1.1	Seal existing pavement cracks and joints	0	Lin. Ft.	$0.00	NO BID
Total - Crack and Joint Sealing Section Bid					NO BID

Patching, Leveling, Asphalt Seal Coating Section Bid

This section of the bid is for patching, leveling, and asphalt seal coating as marked or designated on the streets programmed for such work as listed in the Special Conditions. It is the intent of

this contract that the milling and / or repavement operations are to be accomplished immediately after the patchwork has been accepted or in a timeframe that is acceptable to the City. It is the intent of this contract that repavement is to be made immediately after asphalt seal coating operations have been accepted or in a timeframe that is acceptable to the City. Weather, seasonal and temperature limitations for patching, leveling, and asphalt seal coats shall be as specified in Division 6 of the Standard Specifications

Full Depth Finished Patching: The work includes, but is not limited to cutting and excavation of existing pavement, base, and subgrade material at specified locations or by direction of the Director or his representative to suitable dimensions, removal, loading, hauling and disposal of debris and excavated material as approved or directed in an acceptable manner, cleaning the excavations and surfaces, applications of tack, placement and compaction of patches with specified asphalt plant mix, including edge milling and tacking around the patch prior to capping with a surface course in accordance with the Standard Specifications and all else required to the satisfaction of the City of Concord.

Full Depth Patching (prior to resurfacing operations): The work includes, but is not limited to cutting and excavation of existing pavement, base, and subgrade material at specified locations or by direction of the Director or his representative to suitable dimensions, removal, loading, hauling and disposal of debris and excavated material as approved or directed in an acceptable manner, cleaning the excavations and surfaces, applications of tack, placement and compaction of patches with specified asphalt plant mix in accordance with the Standard Specifications and all else required to the satisfaction of the City of Concord prior to repaving operations.

Note: The determination of the use of any sub-base material will be made by the Director or his representative. Also, the Contractor is to provide areas outside the right-of-way to dispose of old, unsuitable sub-base material and other debris, which becomes the property of the Contractor.

Leveling – I19.0 B Intermediate Courses: Leveling courses using asphalt concrete type I19.0 B are to be made using a minimum lift thickness of 2.50-in to maximum lift thickness of 4.0-in. The leveling course shall be placed on a tack coat applied over the existing street surface that has been cleaned of all dust and foreign material. Leveling course(s) shall be placed per appropriate, specified lift and layer depths as directed by the Director or the Director's representative.

Leveling – Open Graded Asphalt Courses: Leveling courses are to be made using a minimum of compacted 1–in. thick layer of open graded asphalt concrete with good aggregate interlocking that is properly sized to provide a pavement layer having both structural strength *and* relief of reflective cracking from the underlying, existing pavement. The leveling course shall be placed on a tack coat applied over the existing street surface that has been cleaned of all dust and foreign material.

Note: The Contractor shall supply in writing to the Director the proposed open graded leveling course mix design and job mix formula for the mix type and combination of aggregates for review and approval prior to placement of such leveling course.

Asphalt Seal Coating: The work includes, but is not limited to surface preparation, furnishing, hauling, spreading, rolling, application(s) and placement(s) of asphalt seal coats at locations indicated in the contract documents, furnishing as spreading blotting sand, maintenance and repair(s) and all else required to the satisfaction of the City of Concord as approved by the Director or the Director's representative prior to resurfacing.

Mix and Placing:
Be advised that the plant and all associated equipment, materials, mix design and formulas, production, storage, limitations, inspection, quality control, placing, testing requirements, etc. shall conform to Division 6 with their various sub-sections of the Standard Specifications. Tack coats shall be applied in accordance with the provisions of Section 605. Asphalt Concrete Base

and /or Intermediate Courses shall be placed per appropriate, specified lift and layer depths as directed by the Director or the Director's representative. Asphalt seal coats shall be constructed in accordance with the provisions of Division 600 and with the following additional requirements of Subsection 660-9 (B) (1) Straight Seal using No. 78M aggregate size.

Equipment and Hauling:
Large scale spreading and finishing / leveling, as determined by the Director or his representative, shall be performed utilizing a self-contained, power propelled paver capable of placing the asphalt mixture to the required grades, cross sections, thicknesses, and widths and to uniform density and texture. Equipment for the work shall be in accordance with Division 6 and specifically Sections 600-5, 610-8 and 610-9 of the Standard Specifications. The Director or his representative may waive the requirements for use of pavers for spreading and finishing where the small size, irregularities, or obstacles make their use impractical. The Contractor shall spread, rake, and lute the mixture by hand methods in these areas.

Transportation of the mixture from the plant to the point of use shall be in vehicles which have tight, clean, and smooth metal beds with two (2) 3/8-in. diameter hole on each side of the vehicle body and 6-in. above the bed of the vehicle for the purpose of inserting a thermometer. Loads shall be covered with a canvas or other suitable material to prevent the entrance of moisture and rapid loss of heat. Such work shall be in accordance with Section 610-7 of the Standard Specifications.

Compaction, Density and Maintenance:
Begin compaction of the material immediately after the material is spread, struck off, surface and edge irregularities adjusted, and shaped to the required width and depth. Compact the mix to the required degree of compaction for the type of mixture being placed and in such a manner as to obtain uniform density over the entire section. All compaction, density, joints, acceptance, and requirements shall be in accordance with Sections 610-9, 610-10, 610-11, 610-12, 610-13, and 660 of the Standard Specifications.

Maintenance of the patched areas in an acceptable condition until resurfacing occurs shall be in accordance with Maintenance - Section 610-(14) of the Standard Specifications. Maintenance and protection of the asphalt seal coated areas in an acceptable condition until resurfacing occurs shall be in accordance with Maintenance and Protection - Section 660-10 of the Standard Specifications.

Method of Measurement and Basis of Payment:
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 Division 6 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. The quantity of hot mix asphalt, measured as provided above, will be paid for at the contract unit price per Ton.

The quantity of suitable sub-base to be paid for will be the actual number of cubic yards which has been incorporated into the completed and accepted work in accordance with the requirements of the Standard Specifications. The quantity of suitable Sub-base material measured will be paid for at the contract unit price per Cubic Yard.

The quantity of asphalt seal coat to be paid for will be the actual number of square yards which has been incorporated into the completed and accepted work in accordance with the requirements of Division 6 of the Standard Specifications. The quantity of asphalt seal coat treatment, straight seal using No. 78M aggregate size, measured as provided above, will be paid for at the contract unit price per square yard.

Pay Item	Pay Item Description – Streets Patching, Leveling, and Asphalt Seal Coating	Quantity	Units	Unit Price ($)	Unit Amount ($)
2.1	Asphalt Full Depth Finished Patching - Place and compact Intermediate Course 3" I19.0B with 2" Surface Course S9.5 B Cap	**1,438**	Tons		
2.2	Asphalt Full Depth Patching - Place and compact Intermediate Course I19.0B (no Surface Course Cap)	0	Tons	$0.00	NO BID
2.3	Asphalt Leveling - Place and compact Intermediate Course I19.0B	**5,107**	Tons		
2.4	Asphalt Leveling - Place and compact Asphalt Open Graded Leveling Course (mix as approved by Director)	**4,937**	Tons		
2.5	Place and compact suitable Sub-base material	**8**	Cu. Yd.		
2.6	Asphalt Seal Coat	0	Sq. Yds.	$0.00	NO BID
Total - Patching, Leveling, and Asphalt Seal Coating Section Bid					

Milling Section Bid

This section of the bid is for milling of the streets designated for such work in the Special Conditions. The work also includes, but is not limited to milling and remilling the pavement at locations, depths (0-in. to 4-in.), widths, and typical sections indicated in the contract documents, cleaning the milled surface, loading, hauling, stockpiling the milled material for use in recycled asphalt mixtures, the disposal of any excess milled material and all else required to the satisfaction of the City of Concord.

Except where the milled material is used in the work, the Contractor is to provide areas outside the right-of-way to dispose of milled material, which becomes the property of the Contractor.

Be advised that the milling asphalt pavement requirements shall conform to Section 607 of the Standard Specifications.

Milling Equipment:
The Contractor shall provide a self-propelled unit capable of removing the existing asphalt pavement to the depths, widths, and typical sections as indicated. The equipment shall have been designed and built exclusively for pavement milling operations and shall have sufficient power, traction and stability to accurately maintain depth of cut and slope. The milling machine shall be equipped with a grade control system which will automatically control the longitudinal profile and cross slope of the milled surface by the use of either a mobile grade reference(s), an erected string line(s), joint matching shoe(s), one or more skid sensors moving along the surface suitable for leaving a uniform surface for handling traffic without excessive damage to the underlying pavement structure, or combinations of approved methods. Mobile grade reference system shall be capable of averaging the existing grade or pavement over a minimum 30-ft. distance. Coordinate the position of the grade control system such that the grade sensor is at the approximate midpoint of the mobile reference system. The milling machine and other loading

equipment shall be capable of loading milled material to be used in other parts of the work without excessive segregation.

Provide additional equipment necessary to satisfactorily remove the pavement in the area of manholes, water valves, curb and gutter and other obstructions and/or utilities without damage to the utilities.

The milling equipment shall be equipped with a means of effectively limiting the amount of dust escaping from the removal operation in accordance with Federal, State, and local air pollution control laws and regulations.

Construction Requirements:
The existing pavement shall be milled in a manner that will restore the pavement surface to a uniform longitudinal profile and cross section at the designated locations. Mill intersections and other irregular areas as indicated by the Director or his representative. Construction requirements will be followed from Section 607-3 of the Standard Specifications.

Tolerance:
Removal of the existing pavement shall be to the depths indicated in this document. The Director or his representative may vary the depth of milling by not more than one inch. In the event the directed depth of milling per cut is altered more than one inch, either the City of Concord or the Contractor may request an adjustment in the unit price.

Method of Measurement and Basis of Payment:
The quantity of milled asphalt pavement to be paid for will be the actual number of square yards of pavement surface, which has been milled in accordance with the requirements of Section 607 of the Standard Specifications. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface. The width will be the actual width required or directed, measured along the pavement surface.

The quantity of milled asphalt pavement, measured as provided above, will be paid for at the contract unit price per Square Yard.

Note: Cost for milling irregular areas at intersections, etc. as directed by the Director or his representative will be considered incidental to the Pay Item for Edge Mill.

Pay Item	**Pay Item Description – Streets Milling**	**Quantity**	**Units**	**Unit Price ($)**	**Unit Amount ($)**
3.1	Full Mill the bituminous pavement - Depth 0" to 4"	**14,616**	Sq. Yd.		
3.2	Edge Mill the bituminous pavement - Depth 0" to 4"	**45,555**	Sq. Yd.		
3.3	Incidental Milling 0" to 6"	**210**	Sq. Yd.		
.....	.....	.....	.....	.....	.....
Total - Milling Section Bid					

Reclamation Section Bid

This section of the Bid is for using the reclamation method for streets listed in the Special Conditions for such work. The work also includes, but is not limited to reclamation operations of street sections at locations, depths (8-in. to 10-in.), widths, and typical sections indicated in the

contract documents, addition of Portland concrete strengthening and stabilization materials at a 50-lb. per square yard – 12-in. thick rate, any undercutting and addition of suitable subgrade material as directed, grading the reclaimed section, providing for uniformity of grade and crown, disposal of any excess material, compaction and proof rolling and all else required to the satisfaction of the City of Concord.

Be advised that the reclamation pavement requirements shall conform to Division 5 of the Standard Specifications.

Reclamation Equipment:
The Contractor shall be required to provide and use mixers CAT RR-250 or comparable size or larger in order to obtain proper mixing.

Construction Requirements:
The existing roadway shall be reclaimed in a manner that will restore the facility to a uniform longitudinal profile and cross section at the designated locations. Reclamation work at intersections and other irregular areas will be performed as indicated by the Director or his representative. Construction requirements will be from Division 5 of the Standard Specifications. Reclamation of the existing roadway structure shall be to the depths indicated in this document. The Director or his representative may allow for variations in the depth of reclamation. The addition of Portland cement for strengthening or stabilization will be applied at the rate of 50 pounds / square yard of roadway surface. If directed, the Contractor will perform undercutting and removal of unsuitable subgrade material and reconstruct the affected subgrade with suitable material. Addition of strengthening or stabilization materials shall be approved by the Director or the Director's representative prior to use.

Tolerance:
The Contractor performing the reclamation shall grade sub-base material to allow a ¼-inch per foot crown. The Contractor shall also be responsible for the uniformity of the grade. Once satisfactorily grade and crown is achieved, the Contractor shall complete the compaction process and set up the sub-base material to a 95% density. Final grade shall be within ¼ inch.

Compaction and Density Requirements:
All compaction work and equipment shall be in accordance with the Division 5 of the Standard Specifications. Each reclaimed roadway shall be subject to a proof roll test. The Contractor shall provide a fully loaded water truck of sufficient weight to check the result of compaction. The Director or the Director's representative must be present for each proof roll. The Contractor shall obtain approval of equipment used in compaction from the Director or the Director's representative prior to use. The Director or the Director's representative may prohibit or restrict the use of vibratory rollers where damage to the pavement being placed, the underlying pavement structure, drainage structures, utilities, or other facilities or nearby structures is likely to occur or is evident. In areas inaccessible to equipment, the mixture shall be thoroughly compacted by the use of hand tamps or hand operated mechanical tamps.

Method of Measurement and Basis of Payment:
The quantity of reclaimed section to be paid for will be the actual number of square yards of roadway surface, which has been reclaimed in accordance with the requirements of Division 5 of the Standard Specifications. In measuring the square yard quantity, the length will be the actual length reclaimed, measured along the pavement surface. The width will be the actual width required or directed, measured along the pavement surface.

The quantity of reclaimed roadway base, measured as provided above, will be paid for at the contract unit price per Square Yard.

The quantity of Portland cement used to strengthen roadway sections or stabilize subgrade to be paid for will be the actual number of square yards of roadway surface which has been

strengthened or stabilized in accordance with the requirements of Division 5 of the Standard Specifications. In measuring the square yard quantity, the length will be the actual length reclaimed, measured along the pavement surface. The width will be the actual width required or directed, measured along the pavement surface.

The quantity of Portland concrete strengthened or stabilized roadway, measured as provided above, will be paid for at the contract unit price per Square Yard.

The quantity of suitable material used to stabilize the subgrade to be paid for will be the actual number of cubic yards which has been strengthened or stabilized in accordance with the requirements of Division 5 of the Standard Specifications.

The quantity of approved suitable subgrade material will be paid for at the contract unit price per Cubic Yard.

Pay Item	Pay Item Description – Streets Reclamation	Quantity	Units	Unit Price ($)	Unit Amount ($)
4.1	Reclamation of existing roadway with concrete stabilization	0	Sq. Yd.	$0.00	NO BID
4.2	Undercut and replace with approved suitable material for subgrade repairs	0	Tons	$0.00	NO BID
Total - Reclamation Section Bid					NO BID

Resurfacing Section Bid

This section of the bid is for paving the prepared base of the streets listed in the Special Conditions with 1.5-in. of S9.5B Superpave mix or 1.25-in. of SF9.5A Superpave mix or as directed by the Director or the Director's representative. The work includes, but is not limited to the construction of one or more courses of asphalt mixture placed on a prepared surface in accordance with Division 6 and specifically Section 610 of the Standard Specifications and in reasonably close conformity with the lines, grades, thickness, and typical sections indicated in the contract documents as required to the satisfaction of the City of Concord. The work also includes producing, weighing, transporting, placing and compacting the plant mix; furnishing aggregate, asphalt binder, anti-strip adhesive, and all other materials for the plant mix; furnishing and applying tack coat as specified in Section 605 of the Standard Specifications; furnishing scales; maintaining the course until final acceptance of the project; making any repairs or corrections to the course that may become necessary; providing and conducting quality control and surface testing of the completed pavement as specified in Section 609 of the Standard Specifications. Mix design requirements are those given in Division 6 of the Standard Specifications.

It is the intent of this contract that pavement is to be accomplished immediately after the base 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.

Mix and Production Specifications:
Be advised that the plant and all associated equipment, materials, mix design and formulas, production, storage, limitations, inspection, quality control, placing, testing requirements, etc. shall conform to Division 6 with their various sub-sections of the Standard Specifications. Tack coats shall be applied in accordance with the provisions of Section 605. Asphalt Concrete Base and /or Intermediate Courses shall be placed per appropriate mix, specified lift and layer depths as directed by the Director or the Director's representative. The determination of the use of sub-base material will be made by the Director or his representative.

Equipment and Hauling:
Spreading and finishing the asphalt mixture, as determined by the Director or the Director's representative, shall be performed utilizing a self-contained, power propelled paver capable of placing the asphalt mixture to the required grades, cross sections, thicknesses, and widths and to uniform density and texture. The paver shall be equipped and operated with a fully activated screen plate which is designed to be preheated for the full length whenever necessary. The screed shall be of adequate length to spread and finish the full uniform width travel lane being placed.
Do not use strike off devices, either mechanically or manually operated, in spreading and finishing mixture placed in the uniform width travel lane.

The paver shall be equipped with a receiving hopper and an automatically controlled distribution system, which is capable of uniformly maintaining a proper head of material in front of the full length of the screed, including screed extensions. The screed unit shall be equipped with a sliding shoe attachment, which will form a slope on the edge of the mat to prevent edge raveling when the mixture is compacted. A string line shall be placed by the Contractor and approved by Director or the Director's representative to ensure alignment control for the paver. A string line will not be required when the first layer is placed adjacent to a curb section.

Pavers shall be operated at a forward speed consistent with plant production, material delivery, and satisfactory laying of the mixture to provide uniform and continuous laydown operation. The Contractor shall coordinate paving and loading operations to maintain an adequate amount of asphalt mixture in the paver hopper between truck exchanges. The paver hopper shall not be allowed to become empty between loads. Should unevenness of texture, tearing, segregation, or shoving occur during the paving operation due to unsatisfactory methods or equipment, the Contractor shall immediately take such action as may be necessary to correct such unsatisfactory work at no cost to the City. Excessively throwing back material will not be permitted.

Pavers shall be equipped with a screed control system which will automatically control the longitudinal profile and cross slope of the pavement through the use of either a mobile grade reference(s), including mechanical, sonic and laser grade sensing and averaging devices, an erected string line(s), joint matching shoe(s), slope control devices or other approved methods or combinations of approved methods. Mobile grade reference system shall be capable of averaging the existing grade or pavement over a minimum 30-ft. distance. Coordinate the position of the grade control system such that the grade sensor is at the approximate midpoint of the mobile reference system.

Use an erected fixed stringline for both longitudinal profile and cross slope control as required. The Contractor shall be responsible for furnishing and supporting the stringline with stakes. Utilize the 30-ft. minimum length mobile grade reference system to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all courses unless otherwise specified or approved. When placing adjacent lines of the final surface course, the paver shall be equipped with a joint matching device (6-in shoe) which will automatically provide control of depth of the mixture being placed so that, when compacted, it will match the depth of the existing lane. Utilize an automatic slope control system unless otherwise approved. The Director or the Director's representative may waive the use of automatic slope controls and require the use of mobile grade references on either or both sides of the paver.

The Director or the Director's representative may waive the requirements for use of pavers for spreading and finishing where irregularities or obstacles make their use impractical. The Contractor shall spread, rake, and lute the mixture by hand methods in these areas.

All placing and finishing work of the asphalt mixture shall be in accordance with Section 610-8 of the Standard Specifications.

Transportation of the mixture from the plant to the point of use shall be in vehicles which have tight, clean, and smooth metal beds with two (2) 3/8-in diameter holes on each side of the vehicle body and 6-in. above the bed of the vehicle for the purpose of inserting a thermometer. Loads shall be covered with a canvas or other suitable material to prevent the entrance of moisture and rapid loss of heat. Such work shall be in accordance with Section 610-7 of the Standard Specifications.

Compaction and Density Requirements:
All compaction work and equipment shall be in accordance with Section 610-9 and 610-10 of the Standard Specifications. Immediately after the asphalt mixture has been spread, struck off, and surface and edge irregularities adjusted, it shall be thoroughly and uniformly compacted over the entire section. Perform compaction rolling at the maximum temperature at which the mix will support the rollers without moving horizontally. Operate rollers with the drive wheels nearest the paver and at uniform speeds slow enough to avoid displacement of the mixture. Complete the compaction (including intermediate rolling) prior to the mixture cooling below a workable temperature. Perform finish rolling to remove roller marks resulting form the compaction rolling operations.

The Contractor shall provide sufficient number and weight of rollers, except as noted, to compact the mixture to the required density while it is still in a workable condition. The Contractor shall obtain approval of equipment used in compaction from the Director or the Director's representative prior to use. The Director or the Director's representative may prohibit or restrict the use of vibratory rollers where damage to the pavement being placed, the underlying pavement structure, drainage structures, utilities, or other facilities or nearby structures is likely to occur or is evident. Rolling equipment which results in excessive crushing of the aggregate or excessive displacement of the mixture is prohibited. Steel wheel rollers shall be equipped with wetting devices to prevent the mixture from sticking to the roller wheels. All rollers shall be in good condition and capable of being reversed without backlash. In areas inaccessible to equipment, the mixture shall be thoroughly compacted by the use of hand tamps or hand operated mechanical tamps.

Densities shall meet the minimum requirements Section 610-10 of the Standard Specifications for the type of mixture being placed.

Joints:
All joints in the pavement shall be made and tested in accordance the requirements of Section 610-11 (A) and 610-11 (B) of the Standard Specifications.

Transverse Joints - When the placing of the mixture is to be suspended long enough to permit the mixture to become chilled, a transverse joint shall be constructed. If traffic will not pass over the end of the paving, a butt joint will be permitted, provided proper compaction is achieved. If traffic will pass over the joint, the Contractor shall construct a sloped wedge ahead of the end of the full depth pavement to provide for proper compaction and protection of the full pavement depth. Construct the joint square to the lane alignment and discard all excess material. The contractor shall place a paper-parting strip beneath this wedge to facilitate joint construction unless waived by the Director or the Director's representative.

Before paving operations are resumed, the Contractor shall remove the sloped wedge and cut back into the previously constructed pavement to the point of full pavement depth. The

exposed edge of the previously constructed pavement shall then be lightly coated with tack coat.

Longitudinal Joints – Tack the edge of all longitudinal joints prior to placing the adjoining pavement. Longitudinal joints shall be formed by allowing the paver to deposit the mixture adjacent to the joint to such depth that maximum compaction can be obtained along the joint. Rolling immediately behind the paver shall pinch the joint. When multi-lane multi-layer construction is required, offset the longitudinal joints in each layer from that in the layer immediately below by approximately 6-in. Construct the joints in the final layer, where possible, between designated travel lanes of the final traffic pattern.

Maintenance:
The Contractor shall maintain the plant mix pavement in an acceptable condition in accordance with Maintenance - Section 610-(14) of the Standard Specifications until final acceptance of the project. Immediately repair any defects or damage that may occur. Perform maintenance to damaged or defective pavement and repeat as often as necessary to keep the base or pavement in an acceptable condition at no cost to the City of Concord.

Acceptance:
Acceptance of the surface and density shall be in accordance with Sections 610-12 and 610-13 of the Standard Specifications.

Method of Measurement and Basis of Payment:
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 Division 6 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.

The quantity of hot mixed asphalt pavement, measured as provided above, will be paid for at the contract unit price per Ton.

Pay Item	Pay Item Description – Streets Resurfacing	Quantity	Units	Unit Price ($)	Unit Amount ($)
5.1	Asphalt Resurfacing - Place and compact 1.25" of Surface Course SF9.5A	**7,728**	Tons		
5.2	Asphalt Resurfacing - Place and compact 1.5" of Surface Course S9.5B	**6,165**	Tons		
Total - Resurfacing Section Bid					

Concrete Section Bid

This section of the bid consists of installation or repair work of concrete curb and gutter sections, wheelchair ramps, and sidewalk sections at locations designated in the Special Conditions. The work includes, but is not limited to providing all materials, placing all materials, excavating and backfilling, sawing, cutting, demolition of designated, forming, placing / pouring of all concrete, finishing, constructing and sealing joints, disposal of removed concrete, incidentals, and all else required to the satisfaction of the City in accordance with Division 8 and specifically Sections 846 and 848 of the Standard Specifications and the Standard Drawings.

Material Specifications:
All materials used are to be in accordance with Division 10 of the Standard Specifications. Concrete shall be non-tinted.

Portland cement concrete.....Section 1000
Curing agents for concrete.....Section 1026
Joint Materials.....Section 1028

Construction:
All sections to be removed shall be saw cut (approximately 2-in. deep or removed at a joint) to the direction of the Director or the Director's representative. Installation / construction shall be in accordance with Section 825 of the Standard Specifications and given a sidewalk finish. Use Class B concrete.

Curb and Gutter - Prepare foundation and compact base or subgrade to the degree required by the applicable Section(s) of the Standard Specifications or direction of the Director or the Director's representative. Space joints no closer than 5-ft. Install joints as required by Section 846 of the Standard Specifications. Finish surface within ¼-in., then check longitudinally with a 10-ft. straightedge. Wheelchair access points to streets shall be in accordance with Standard Drawings.

Do not place backfill adjacent to fresh concrete until at least 3 curing days. Complete backfill within 4 calendar days after the completion of the 3-day curing period. Compact backfill to the satisfaction of the City's representative. Do not place vehicles on the completed work until after 7 curing days or 3 curing days if "High Early Strength Concrete" is used.

Wheelchair Ramps and Sidewalks - Wheelchair access points to streets shall be constructed in accordance with Standard Drawings. Any adjoining sidewalk sections as specified by the Director or the Director's representative shall be constructed in accordance with the requirements of the City of Concord. Detectable warning dome mats shall be of the "insert" type, be of a red color, comply with Standard Drawing 848.05 and be approved by the Director or the Director's representative.

Sidewalk width shall be as designated by the Director or the Director's representative. Where sidewalks are less than 5-ft. wide, a passing zone shall be installed at the direction of the Director or the Director's representative. Sidewalk joint spacing shall be no less than 5-ft. Where construction crosses a driveway, the sidewalk shall be 6-in. thick.. "High Early Strength Concrete" is to be placed at driveway crossings or as specified by the on-site City Inspector. Seal expansion joints where sidewalk and wheelchair ramps are placed adjacent to the curb and gutter. Do not seal groove joints. Sidewalks are to be sloped at ¼-in./ 1-ft. towards the gutter and shall have a light broom finish.

Do not place backfill adjacent to fresh concrete until at least 3 curing days. Complete backfill within 4 calendar days after the completion of the 3-day curing period. Compact backfill to the satisfaction of the Director or the Director's representative. Do not place vehicles on the completed work until after 7 curing days or 3 curing days if "High Early Strength Concrete" is used.

Acceptance:
Acceptance of the concrete work shall be to the satisfaction of the Director or the Director's representative.

Method of Measurement and Basis of Payment:
As follows:

Curb and Gutter - The quantity of concrete curb and gutter to be paid for will be the actual linear foot measured along the surface of the top of the curb or at the flow line where there is no curb incorporated into the completed and accepted work in accordance with the requirements of Section 846 of the Standard Specifications. The quantity of curb and gutter, measured as provided above, will be paid for at the Contract Unit Price per Linear Foot.

Wheelchair Ramps - The quantity of wheelchair ramps to be paid for will be the actual cubic yards of concrete received, installed and accepted by the Director or the Director's representative in accordance with the requirements of Section 848 of the Standard Specifications and the Standard Drawings. The quantity of wheelchair ramps, measured as provided above, will be paid for at the Contract Unit Price per Each.

Sidewalk - The quantity of sidewalk to be paid for will be the actual cubic yards of concrete received, installed and accepted by the Director or the Director's representative in accordance with the requirements of Section 848 of the Standard Specifications and the Standard Drawings. The quantity of adjoining sidewalk (where specified), measured as provided above, will be paid for at the contract unit price per Square Yard.

Pay Item	Pay Item Description – Streets Incidental Concrete	Quantity	Units	Unit Price ($)	Unit Amount ($)
6.1	City of Concord Standard Valley Type Concrete Curb and Gutter (Incidental and as directed:	**20**	Lin. Ft.		
6.2	City of Concord Standard 2'-6" Concrete Curb and Gutter (Incidental and as directed):	**20**	Lin. Ft.		
6.3	Wheelchair Ramps (Incidental and as directed:	**2**	Ea.		
6.4	Adjoining Sidewalk sections (Incidental and as directed:	**50**	Sq. Yd.		
Total - Concrete Section Bid					

Re-Striping, Re-Marking, and Replace Pavement Markers Section Bid

This section of the bid is for replacement of all permanent reflective thermoplastic pavement striping, markings and the installation of new permanent raised pavement markers on streets so designated for such work in the contract Special Conditions in accordance with the applicable provisions of Division 12 of the Standard Specifications, Standard Drawings, the Manual on Uniform Traffic Control Devices (MUTCD) latest Edition and Addendums and in accordance with the requirements shown in the contract documents or plans and the provisions of these specifications.

Material Specifications:
All materials shall meet the requirements of Standard Specifications. Materials reincorporated into the work shall be those listed on the NCDOT Approved Products List or are Traffic-qualified by the NCDOT Traffic Control section. Contractor is referred to the approved product list on the "www.doh.dot.state.nc.us/preconstruct/traffic/congestion/TC/products.htm" NCDOT web site.

Construction:
The Contractor shall mark, delineate, align and take all such quality control measures to insure that the installation of reflective permanent thermoplastic pavement stripes and pavement markings 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. Removal and reinstallation of incorrectly placed or installed pavement stripes, markings, and new permanent raised 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. All installation shall be in accordance with Division 12 of the Standard Specifications and Standard Drawings. The Contractor 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.

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 Division 12 of the Standard Specifications.

Maintenance:
Pavement striping and markings re-installed by the Contractor which prematurely deteriorate, fail to adhere to the pavement, lack reflectorization, or are otherwise unsatisfactory, during the life of the contract and the one (1) year warranty period shall be replaced by the Contractor at Contractor's expense as determined by the Director or the Director's representative. The Contractor will also be responsible for maintenance of newly permanent raised pavement markers prior to acceptance by the City.

Upon written notification by the Director or the Director's representative, the Contractor will be required to winterize designated pavement striping and markings locations under this contract. Refer to Special Provisions and Conditions for further information. 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.

Method of Measurement and Basis of Payment:
The quantity to be paid for will be the actual number of permanent reflective thermoplastic pavement striping, markings and newly installed permanent pavement markers which have been satisfactorily installed and accepted by the Director or the Director's representative in accordance with the requirements of Division 12 and specifically Section 1205, Section 1250 and Section 1251 of the Standard Specifications and the Standard Drawings.

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. The quantity of pavement markings or permanent raised pavement markers, measured as provided above, will be paid for at the contract unit price per Linear Foot or Each as stipulated below:

Pay Item	Pay Item Description – Re-Striping, Re-Markings and Replace Pavement Markers	Quantity (lin. ft.)	Units	Unit Price ($)	Unit Amount ($)
7.1	Thermoplastic Pavement Marking Lines 4" Double Yellow Solid	**8,353**	Lin. Ft.		
7.2	Thermoplastic Pavement Marking Lines 4" Yellow Solid, Skip, and Mini Skip Line	**7,940**	Lin. Ft.		
7.3	Thermoplastic Pavement Marking Lines 8" Yellow Gore Line	**326**	Lin. Ft.		
7.4	Thermoplastic Pavement Marking Lines 4" White Solid, Skip, and Mini Skip and Parking Stall Line	**3,985**	Lin. Ft.		
7.5	Thermoplastic Pavement Marking Lines STOP Bar - 24"	**407**	Lin. Ft.		
7.6	Thermoplastic Pavement Marking Lines Crosswalk – 8" White NCDOT Std.	**168**	Lin. Ft.		
7.7	Thermoplastic Pavement Marking Lines Crosswalk, Hi-Visibility – 24" White Bars NCDOT Std.	**725**	Lin. Ft.		
7.8	Thermoplastic Pavement Marking Symbol Yield Line Symbol	**0**	Lin. Ft.	**$0.00**	**NO BID**
7.9	Thermoplastic Pavement Marking Symbol Thru, Right-Turn or Left-Turn Arrow	**38**	Each		
7.10	Thermoplastic Pavement Marking Symbol Combo Arrow – Thru-Rt. / Thru-Lf. / Thru Rt. & Lf.	**13**	Each		
7.11	Thermoplastic Pavement Marking Symbol Characters 8'-4" NCDOT Std.	**0**	Each	**$0.00**	**NO BID**
7.12	Thermoplastic Pavement Marking Symbol SCHOOL 10' w/ 24" Band NCDOT Std.	**4**	Each		
7.13	Thermoplastic Pavement Marking Symbol Railroad - RXR NCDOT	**0**	Each	**$0.00**	**NO BID**
7.14	Thermoplastic Pavement Marking Symbol Bicycle Shared Lane NCDOT Std.	**4**	Each		
7.15	Thermoplastic Pavement Marking Symbol Bicycle Detector NCDOT Std.	**1**	Each		
7.16	Thermoplastic Pavement Marking Symbol Handicap Symbol NCDOT Std.	**1**	Each		
7.17	Permanent Raised Pavement Marker Yellow / Yellow	**268**	Each		
7.18	Permanent Raised Pavement Marker Crystal / Red	**109**	Each		
7.19	Permanent Raised Pavement Marker Blue / Blue at Fire Hydrant Locations	**0**	Each	**$0.00**	**$0.00**
7.20	Permanent Raised Pavement Marker Crystal / Crystal	**0**	Each	**$0.00**	**$0.00**
7.21	(Match Existing) - "Fire Lane" Red Box with White Lettering	**2**	Each		
Total - Re-Striping, Re-Marking, and Replace Pavement Marker Section Bid					

Concord
NORTH CAROLINA
High Performance Living

BID SHEET

Crack and Joint Sealing Section Bid: (No Bid)	$	0.00
Patching, Leveling, Asphalt Seal Coating Section Bid:	$_____	
Milling Section Bid:	$_____	
Reclamation Section Bid: (No Bid)	$	0.00
Resurfacing Section Bid:	$_____	
Concrete Section Bid:	$_____	
Re-Striping, Remarking, and Replace Pavement Marker Section Bid	$_____	
Bid Section Total	$_____	
(5% Contingency)	$_____	
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 **75** days after the Notice to Proceed is executed, completed, and ready for final payment on or within **90** 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: _____, 2015

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: _____, 2015

ATTEST: _____ Title: _____

If a Corporation Contractor's License Number: _____

License Expiration Date: _____

By: _____
(corporation name)

_____ Title: _____
(signature of authorized official)

Business address: _____
City: _____ State: _____ ZIP: _____

Phone No.: _____

Date: _____, 2015

ATTEST: _____ Title: _____

(Seal)

<u>If a Joint Venture</u> ***(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: _____, 2015

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: _____, 2015

ATTEST: _____ Title: _____

If a Corporation

Contractor's License Number: _____

License Expiration Date: _____

By: _____
(corporation name)

_____ Title: _____
(signature of authorized official)

Business address: _____
City: _____ State: _____ ZIP: _____

Phone No.: _____

Date: _____, 2015

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
Streets Preservation Contract No. STR15-SPRING

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

_____
Name of firm

_____ Title: _____
Signature of authorized official

ATTEST: _____ Title: _____

(Seal)

_____ **County**
North Carolina

Sworn and Subscribed before me this the ___ day of _____, 2015

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

(Notary Seal)

TRANSPORATION DEPARTMENT
EXHIBIT "H"

SPECIAL PROVISIONS AND CONDITIONS
Streets Preservation Contract No. STR15-SPRING

SC-1. – Questions by Bidders to City
All questions about the meaning or intent of the Bidding Documents and the contract documents shall be submitted to the Director. 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 that 10 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.

SC-2. – Project Location
Locations of City maintained streets and any other specified areas under the contract work proposed for annual preservation operations are as indicated on the following spreadsheet(s) or as designed in writing as a Change Order to the Contractor by the Transportation Director. Said spreadsheet listings and any associated communication are to be made part of these Special provisions and Conditions. Please note that the Transportation Director may, in an emergency situation, call for work by the Contractor.

SC-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.

SC-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.

SC-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 Affidavit with regards to this requirement.

SC- 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).

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

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

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

SC-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

SC-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.

SC-10. – Certain Provisions Relating to Project Construction:

North Carolina Department of Transportation Asphalt Cement Index (NCDOT ACI)

- 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.

Crack and Joint Sealing **(not applicable)**

- Contractor is to be made aware that prior to any crack and joint sealing work, there shall be clear communication made as to the nature and full extent of the area and items to be addressed so as to minimize any misuse or waste of material.

- Scheduling (based on weather, etc.) shall be coordinated through the Inspector. Additionally, crack and sealing work shall be performed at a time and in a manner so as to minimize sealant pick-up by area traffic.

Asphalt Seal Coating**(not applicable)**

- Contractor is to be made aware that it is anticipated that blotting sand will not be needed if repavement is to be made immediately after the asphalt sealing operations have been accepted. As such, no measurement for blotting sand is provided in the Bid Form. If in a specific, emergency event that blotting sand is called for to be used by the Director of the Director's representative, the cost of any use of blotting sand shall be incidental to the project work and payment at the contract unit prices for the other various Pay Items in the contract will be full compensation for any blotting sand used.
- Refer to following spreadsheet for application location of any Asphalt Seat Coating operations.

Milling

- Contractor is to be made aware that milling shall be performed in such a manner as to control the dust generated and mitigate mill dust from his operations.
- Contractor is to provide areas outside the right-of-way to dispose of milled material, which becomes the property of the Contractor. Any cost associated with this is incidental to the Pay Items(s) associated with this part of the work.

Reclamation **(not applicable)**

- Contractor is to be made aware that reclamation shall be performed in such a manner as to control the dust generated by the concrete strengthening and stabilization. Residential concerns are situated close to the roadway where this work is to take place.

Asphalt Repaving

- Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

- Place asphalt concrete in trench sections with asphalt pavement spreaders made for the purpose, or with other equipment approved by the Engineer.
- The actual asphalt binder content will be established during construction by the Director or the Director's representative within the limits established in the Standard Specifications. Also, certain listed streets could be rehabilitated and resurfaced using a mix type different than that specified in the contract Pay Items at the direction of the Director or his representative. In the event that a different mix is specified by the Director or 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 Measurement and Basis of Payment given in the General Conditions.

Concrete Work

- Curb and Gutter shall be City of Concord Residential Standard Valley Curb. as noted in the Concord Development Ordinance - Technical Standards Manual unless otherwise directed by the Director or his representative.
- In the event that the Contractor or his Subcontractor has a question as to placement of Wheelchair access points, the Contractor or Subcontract will notify the Director for direction.
- Detectable warning dome mats shall be of the "insert" type, be of a red color and be approved by the Director or the Director's representative before installing.
- Sidewalk width shall be as designated by the Director or the Director's representative.

Pavement Striping and Markings

- Time limitations for replacement of pavement lines and markings shall be in accordance with Section 1205 of the Standard Specifications or as specified by the Director or his designated representative.
- Pavement marking paint used to premark permanent thermoplastic striping and marking locations shall be incidental to the contract unit price for Pay item for Re-Striping, Re- Markings and Replace Pavement Markers.
- 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 existed, the Contractor or Subcontract will notify the Director for direction of the application to be used.
- If failure of a particular 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).
- Refer to following spreadsheet for striping and markings locations and details.
- 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. Such work shall be in accordance with Section 1205 (E) of the Standard Specifications to the satisfaction of the Director or his designated representative.

SC-11. – Damages and Repairs

- The City of Concord will not 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.

- The Contractor will be responsible for protection, prevention of vandalism, and maintenance of asphalt work, permanent Thermoplastic pavement lines and markings, newly installed – fresh poured concrete such as curb and gutter, wheelchair ramps and sidewalk sections, etc. prior to acceptance by the City.

SC-12. – Inspection and Final Acceptance of the Work

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 two weeks, weather pending. Should the Contractor fail to make necessary repairs within the given time frames established, 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.

SC-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.

2015 Resurfacing (Materials Estimates)

No.	Street Name	From	To	Lane Miles	Width (LF)	Length (LF)	Street (SY)	Cul De Sac (SY)	Total SY	SF9.5A Surface Mix (TN)	S9.5B Surface Mix (TN)	OGAM (TN)	I-19B Intermediate Mix (TN)	Finish Patching (5" Total Depth) 3" I-19B/2" S9.5B (TN)	Edge Milling (0>4") (SY)	Full Milling (0>4") (SY)	Misc. Incidental Milling (SY)
1	LOMAX CT	CRESTMONT RD	CUL-DE-SAC	0.18	24	475	1,267	517	1,785	161	—	104	0	0	634	0	0
2	PADDINGTON DR	WARREN C COLEMAN BLVD	S. UNION ST	0.86	23	2,270	5,802	0	5,802	522	—	337	0	0	3,027	0	0
3	AUTUMN LN	PADDINGTON DR	CUL-DE-SAC	0.20	22	528	1,349	491	1,840	166	—	107	0	0	704	0	0
4	WYTH CT	AUTUMN LN	CUL-DE-SAC	0.10	24	264	704	531	1,235	111	—	72	0	0	352	0	0
5	GLOUSTER CT	PADDINGTON DR	CUL-DE-SAC	0.12	23	317	810	559	1,368	123	—	79	0	0	422	0	0
6	FARMINGTON CT	PADDINGTON DR	CUL-DE-SAC	0.10	23	264	675	531	1,206	109	—	70	0	0	352	0	0
7	MORGAN PL	SEDGEFIELD ST	CUL-DE-SAC	0.24	23	634	1,619	491	2,110	190	—	122	0	0	845	0	0
8	O'BRIEN PL	SYLVAN ST.	CUL-DE-SAC	0.26	23	686	1,754	491	2,245	202	—	130	0	0	915	0	0
9	SPRING ST	CORBAN AVE	BROAD DR.	0.60	24	1,584	4,224	0	4,224	—	380	245	0	0	2,112	0	0
10	SPRING ST	WILSHIRE DR.	MILLER AVE.	0.30	25	800	2,222	0	2,222	—	200	129	0	0	1,067	0	0
11	MEADOW AVE.	CHURCH ST.	MAY ST.	0.62	22	1,637	4,002	0	4,002	360	—	0	295	0	0	4,002	0
12	ST. MARY AVE	CHURCH ST NE	IVEY ST	0.82	16	2,165	3,849	0	3,849	346	—	0	284	0	0	3,849	0
13	IVEY ST.	MCGILL AVE.	FREEZE AVE.	0.18	13	476	688	0	688	62	—	0	51	0	60	0	0
14	AMERICAN AVE.	CHURCH ST.	HILLANDALE DR.	0.58	21	1,532	3,575	0	3,575	—	322	0	264	0	0	3,575	0
15	MADISON AVE.	HILLANDALE DR.	END	0.34	25	898	2,494	0	2,494	—	225	0	184	0	0	2,494	0
16	MANDALAY PL.	SHORT ST.	END	0.14	15	370	617	0	617	56	—	0	45	0	30	0	0
17	PALASIDE DR	CHURCH ST NE	BURRAGE RD	1.54	28	4,066	12,650	0	12,650	—	1,138	734	0	0	5,421	0	0
18	LoPHILLIP CT	LAKE CONCORD RD	CUL-DE-SAC	0.46	26	1,214	3,508	428	3,936	—	354	228	0	0	1,619	0	0
19	DAVIDSON DR	CONCORD PKWY	BEECHWOOD AVE	0.72	35	1,901	7,392	0	7,392	—	665	0	545	0	2,534	0	0
20	MOUNTCREST CIR	NC HWY 73	NC HWY 73	0.52	22	1,373	3,356	0	3,356	302	—	195	0	0	1,830	0	0
21	MOSS FARM ST	HARRIS RD	MARQUETTE ST	0.36	48	1,901	10,138	0	10,138	—	912	0	748	0	2,534	0	0
22	REVOLUTIONARY DR	CHAUCER PL	STONEHENGE LN	0.50	32	1,320	4,693	0	4,693	422	—	272	0	0	1,760	0	0
23	JUDGE PL	REVOLUTIONARY DR	CUL-DE-SAC	0.24	23	634	1,619	559	2,178	196	—	126	0	0	845	0	0
24	BELLHOOK PL	JUDGE PL	CUL-DE-SAC	0.06	23	158	405	559	963	87	—	56	0	0	211	0	0
25	CHAUCER PL	CUL-DE-SAC	CUL-DE-SAC	0.24	23	634	1,619	1,117	2,736	246	—	159	0	0	845	0	0
26	EISENHOWER PL	CHAUCER PL	CUL-DE-SAC	0.16	23	422	1,079	559	1,638	147	—	95	0	0	563	0	0
27	WYCLIFF CT	REVOLUTIONARY DR	CUL-DE-SAC	0.06	23	158	405	559	963	87	—	56	0	0	211	0	0
28	BOYDEN PL	CUL-DE-SAC	CUL-DE-SAC	0.42	23	1,109	2,834	1,117	3,951	356	—	229	0	0	1,478	0	0
29	BIRMINGHAM AVE	STONEHENGE LN	BOYDEN PL	0.22	23	581	1,484	0	1,484	134	—	86	0	0	774	0	0
30	ENDECOTT CT	BIRMINGHAM AVE	CUL-DE-SAC	0.06	23	158	405	559	963	87	—	56	0	0	211	0	0
31	QUAIL DR	CANDLEWOOD DR	CUL-DE-SAC	1.24	20	3,274	7,275	314	7,589	683	—	0	560	0	60	0	0
32	MONTICELLO DR	ALAMANCE DR	CUL-DE-SAC	0.64	28	1,690	5,257	428	5,684	512	—	330	0	0	2,253	0	0
33	STONEY CREEK DR	MONTICELLO DR	CUL-DE-SAC	0.40	28	1,056	3,285	559	3,844	346	—	223	0	0	1,408	0	0
34	WOODRIDGE CT	STONEY CREEK DR	CUL-DE-SAC	0.32	22	845	2,065	559	2,624	236	—	152	0	0	1,126	0	0
35	GATEWAY LN	BRUTON SMITH BLVD	WEDDINGTON RD	0.72	40	1,400	6,222	0	6,222	—	560	0	459	0	1,867	0	0
36	GATEWAY LN	WEDDINGTON RD	WEDDINGTON RD	1.08	40	1,900	8,444	0	8,444	—	760	0	623	0	2,533	0	0
37	GREYGATE CT	STONEFIELD ST	CUL-DE-SAC	0.22	23	581	1,484	559	2,043	184	—	118	0	0	774	0	0
38	MAYBROOK CT	STONEFIELD ST	CUL-DE-SAC	0.26	23	686	1,754	559	2,313	208	—	134	0	0	915	0	0
39	STONECREST CIR	OLD CHARLOTTE RD	TO CURVE	0.42	24	1,100	2,933	0	2,933	—	264	0	216	0	200	0	0
40	FARGO DR	WILSHIRE AVE	CHALICE ST	0.26	15	686	1,144	0	1,144	103	—	0	84	0	60	0	0
41	DIVISION ST	WILSHIRE AVE	END	0.26	16	686	1,220	0	1,220	110	—	0	90	0	60	0	0
42	GREENWOOD DR.	WILSHIRE DR.	CHALICE STREET	0.46	16	1,214	2,159	0	2,159	194	—	0	159	0	60	0	0
43	HICKORY ST	UNION CEMETERY RD	SHORT ST	0.24	17	634	1,197	0	1,197	108	—	0	88	0	60	0	0
44	SHORT ST.	SPLICEWOOD DR	DEAD END	0.52	15	1,373	2,288	0	2,288	206	—	0	169	0	250	0	0
45	VILLAGE DR.	GEORGE W. LILES PKWY	JOHN GALT WAY	0.22	30	300	1,000	0	1,000	—	90	58	0	0	400	0	0
46	COPPERFIELD BLVD.	HWY. #3 (BRANCHVIEW DR.)	I-85 BRIDGE	—	—	—	0	0	0	—	—	0	0	211	0	0	0
47	LAKE CONCORD RD.	HWY. #3 (BRANCHVIEW DR.)	CHURCH ST. N	—	—	—	0	0	0	—	—	0	0	211	0	0	0
48	WEDDINGTON RD. EXT.	PITT SCHOOL RD	BRUTON SMITH BLVD.	—	—	—	0	0	0	—	—	0	0	211	0	0	0
49	LINCOLN ST.	BRIDGE	CHESTNUT AVE.	—	24	937	2,499	0	2,499	—	—	0	0	737	0	0	0
									SubTotal:	7,360	5,871	4,701	4,864	1,369	43,386	13,919	200
									plus 5%	368	294	235	243	68	2,169	696	10
									Totals:	7,728	6,165	4,937	5,107	1,438	45,555	14,616	210

Total Lane Miles:	18.46

STR 2015 Resurfacing - Traffic Marking Estimate

STREET	4" Double Yellow	4" Solid/ 4" Mini-Skips/ 4" Skips/Parking (White)	24" Stop Bars	"School" Marking	Arrows (LT/RT/ST)	Combo Arrows	Crosswalks (Hi-Viz)	RPM (Y/Y)	RPM (C/R)	4" Solid/4" Skip Lines (Yellow)	"Fire Lane" Red Box w/White Lettering	8" White Crosswalk Lines/ 8" Yellow Gore Lines
SPRING ST.	417	0	24	0	0	0	0	8	0	0	0	0
LEPHILLIP CT.	760	84	40	0	1	1	0	11	4	0	0	240
DAVIDSON DR.	1,400	130	40	0	1	1	0	20	6	0	0	0
GATEWAY LN.	600	876	150	0	10	6	0	100	40	6,120	0	0
COPPERFIELD BLVD.	200	500	0	0	0	0	0	0	0	300	0	0
LAKE CONCORD RD.	200	550	0	0	6	3	0	0	0	200	0	0
WEDDINGTON RD. EXT.	100	400	0	0	0	0	0	0	0	500	0	0
VILLAGE DR.	200	177	60	0	1	1	120	4	4	162	2	0
PALASIDE DR.	2,605	0	26	2	0	0	480	37	0	0	0	0
MOSS FARM ST.	1,473	1,078	28	1	17	0	90	75	50	280	0	230
STONECREST CIRCLE	0	0	20	1	0	0	0	0	0	0	0	0
SUBTOTAL QUANTITIES:	7,955	3,795	388	4	36	12	690	255	104	7,562	2	470
Plus 5%:	398	190	19	0	2	1	35	13	5	378	0	24
TOTAL QUANTITY:	**8,353**	**3,985**	**407**	**4**	**38**	**13**	**725**	**268**	**109**	**7,940**	**2**	**494**

CITY OF CONCORD DBE PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 **Objectives/Policy Statement**

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

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

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

The City's 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.

W. Brian Platt 6/16/2014

City Manager Date

EXHIBIT "I"

MINORITY BUSINESS PARTICIPATION FORMS

TRANSPORTATION DEPARTMENT

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

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

Identification of Minority Business Participation

I,_____.
(Name of Bidder)

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

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

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of_____

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

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of_____

Subscribed and sworn to before me this _____day of _____20_____

Notary Public_____

My commission expires _____

MBForms 2002-R

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

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

County of _____

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

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

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

County of _____

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

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

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

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

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

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of _____
Subscribed and sworn to before me this _____day of _____20_____
Notary Public_____
My commission expires_____

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

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

(Name of Bidder)

Affidavit of: _____

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

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

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

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

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

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

F. Copy of pre-bid roster.

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

EXHIBIT "J"
NOTICE OF AWARD AND ACCEPTANCE OF NOTICE

TO:

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

PROJECT: Street Preservation Contract No. STR15-SPRING

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 February 23, 2015 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 _____, 2015.

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 _____, 2015.

_____
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: Street Preservation Contract No. STR15-SPRING

PROJECT DESCRIPTION: The work under this contract includes, but is not limited to, the selected Contractor performing specified work such as patching, leveling, milling, resurfacing, re-striping, re-marking, re-installation of permanent raised pavement markings and incidental concrete work on approximately 18.5 lane-miles of designated streets in the City of Concord as identified by the Transportation Department including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, 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 _____, 2015 under the assigned City of Concord Purchase Order No(s). _____ in accordance with the Contract documents for the work.

Dated this the _____ day of _____, 2015

City of Concord, North Carolina

By: _____
Title: City Manager