



**BID DOCUMENTS FOR  
HECTOR H. HENRY GREENWAY –  
RIVERWALK PHASE**

**PROJECT NO. 2015-043**

**BID NO. 2405**

**SET # \_\_\_\_\_**

ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT SW,  
POST OFFICE BOX 308  
CONCORD, NORTH CAROLINA 28026-0308

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SEE City Webpage

<http://www.concordnc.gov/Portals/0/Documents/Engineering/10%2001%2005%20General%20Conditions%20Horizontal.pdf>

## **SECTION I**

### **BIDS, AGREEMENTS, AND NOTICES**



## **BID ADVERTISEMENT/INVITATION TO BID**

**April 29, 2019**

Project Title: **Hector H. Henry Greenway-Riverwalk Phase  
Project No. 2015-043**

Project Description: The proposed Hector H. Henry Greenway-Riverwalk Phase generally parallels the northern shore of the Rocky River and consists of a 6,850 feet long, 10 foot wide pedestrian path. The path is a combination of asphalt surface and boardwalks. It will also have an observation deck and a picnic shelter.

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

Enrique A. Blat, PE  
Deputy City Engineer

Engineer: City of Concord Engineering Department  
Alfred M. Brown Operations Center  
635 Alfred Brown Jr Court SW  
P O Box 308, Concord, NC 28026-0308

Contractors wishing to bid on this project must register to bid by sending an email to Enrique A. Blat at [blatr@concordnc.gov](mailto:blatr@concordnc.gov). Registration for bidding requires the name of the company, physical address, email address, and telephone number. All communication regarding this bid will be done through email.

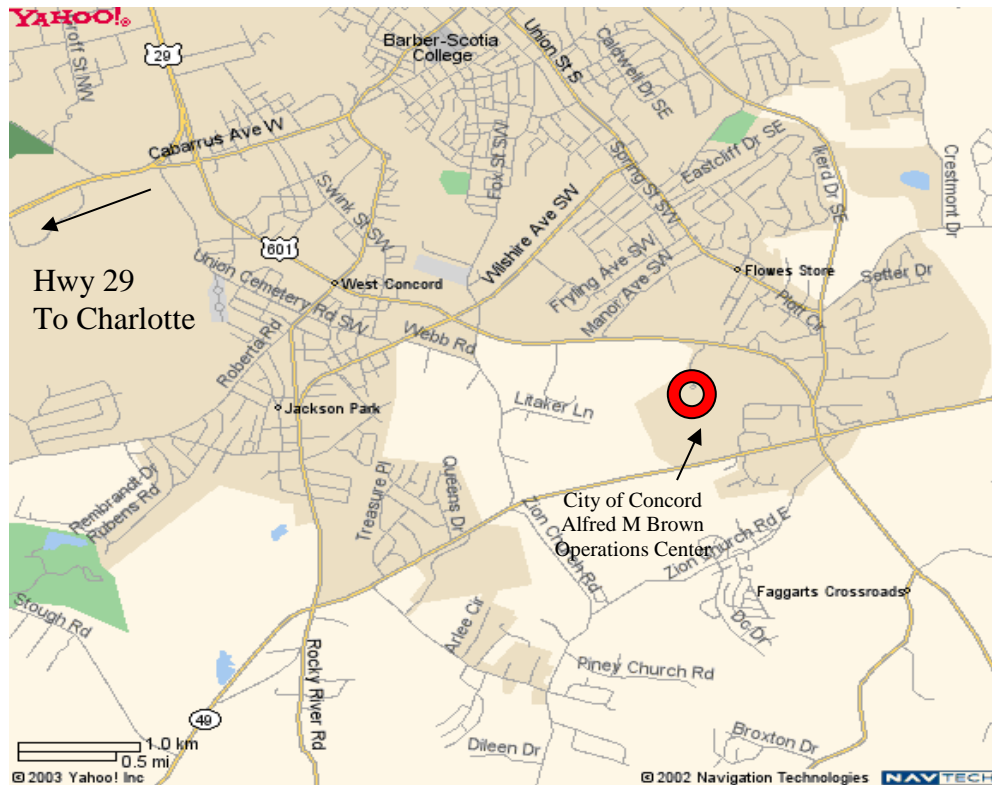
Bid documents are available free of charge from the City of Concord website at: <https://www.concordnc.gov/Departments/Finance/Purchasing/RFPs-and-Bids>

**Technical questions:** Contact Rick Blat, P.E., ([blatr@concordnc.gov](mailto:blatr@concordnc.gov))

Bid Due Date: **May 30, 2019 at 2:00 PM**  
Location: City of Concord, Alfred M. Brown Operations Center  
635 Alfred Brown Jr Court SW, Concord, NC 28026  
Conference Room C

(See attached map/directions)

## MAP AND DIRECTIONS TO CITY OF CONCORD ALFRED M BROWN OPERATIONS CENTER



### Directions from Charlotte

- Take I-77 north to I-85 north from Charlotte to Concord.
- From I-85 north, take exit 49 to the right towards Lowe's Motor Speedway.
- At the Lowe's Motor Speedway, turn left onto Highway 29 (Concord Pkwy) north.
- Keep going north while you pass the Wal-Mart shopping center on your right.
- Turn right at the light at the Chevrolet dealership onto Cabarrus Avenue.
- Turn right at the next traffic light at the Walgreens onto Hwy 601 South (bypass). (Hwy 601 S is also Warren C. Coleman Boulevard).
- Go straight through two traffic lights at Old Charlotte Road and Wilshire Avenue.
- Pass the Bi-Lo shopping center on your left.
- Turn right at the next traffic light at Alfred Brown Jr Court SW (green & white sign on right for the City of Concord Alfred M. Brown Operations Center).
- You will be on the entrance road into our complex.
- Follow signs to the left to Visitor Parking.
- Proceed to the front desk at the Administration Building and sign in with the receptionist.

## INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders are meanings assigned to them in the General Conditions and the Supplementary Conditions. An additional term is defined as follows:

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.

2. COPIES OF BID DOCUMENTS. Bid Documents may be obtained from the Owner via the link below for the City of Concord's website.

	<u>Charge</u>
<b>Complete set of Bid Documents</b>	<b>Free download</b>

<http://www.concordnc.gov/Departments/Finance/Purchasing/RFPs-and-Bids>

Partial sets of Bid Documents will not be issued in response to requests by subject matter.

Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Quoting Documents.

Owner and Engineer, in making copies of Quoting Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS. To demonstrate qualifications to perform the Work, Bidder may be required to submit written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or Bidder must agree to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.02. Underground Facilities. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.03. Additional Information. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling the office of the Director of Engineering for the City of Concord at 704.920.5425.

4.04. Easements. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Contract Documents.

4.05. Unit Price Contracts. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and the specifications, 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.

4.06. Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Quoting Documents and the Contract Documents shall be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Quoting Documents. Questions received less than 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.

**6. BID SECURITY. Each Proposal must be accompanied by a deposit equal to 5% of the net price bid.** This deposit may consist of cash, or a Cashier's Check issued by, or a Certified Check drawn on a Bank or Trust Company authorized to do business in North Carolina, or on a Bank insured by the Federal Deposit Insurance Corporation, or a U.S. Money Order, payable to the City of Concord or 5% Bid Bond in the form required by G.S. 143-129 as amended, issued by an Insurance Company authorized to do business in North Carolina, said deposit to be retained in the event of failure of the successful bidder to execute a formal contract within ten (10) days after award or to give satisfactory surety required.

The Bid security of the Successful Bidder (if so required) will be retained until such Bidder has executed the Agreement, furnished the required contract security (if so required), and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security (if so required) of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bid remain subject to acceptance as set forth in the Bid Form, whereupon Bid security furnished by such Bidders will be returned. Bid security accompanying Bid which are deemed by Owner to be noncompetitive will be returned within 7 days after the designated Bid opening.

7. CONTRACT TIMES. The numbers of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

8. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTES OR "OR-EQUAL ITEMS. Bidder's attention is directed to Article 6.5 of the General Conditions concerning substitutes and "or-equal" items. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products which have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders quoting as prime Contractors. Acceptances for substitutions will not be granted directly to suppliers, distributors, or subcontractors. Pursuant to Section 133-3, General Statutes of North Carolina, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from n/a, until n/a. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require shall be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bid, the Engineer has accepted any alternative product proposals, the Quoting Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addenda at least 5 days prior to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the opening submit to Owner the List of Subcontractors completed with all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

All Subcontractors shall be a licensed utility contractor in the State of North Carolina.

11. BID FORM. The Bid Form is bound in the Quoting Documents and shall not be removed therefrom. Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.



The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A Bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda; the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

11.01. Bid Pricing. The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided in Article 9.7 of the General Conditions, and the unit prices in the Bid will apply to such final quantities except that unit prices will be subject to change by Change Order as stipulated in the Supplementary Conditions.

11.02. Contingency. The Contingency is to be added to the Bid price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Contingency.

12. SUBMISSION OF BIDS. Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in a sealed envelope or wrapping, addressed to:

The City of Concord  
Enrique Blat, PE, Deputy City Engineer  
P.O. Box 308  
635 Alfred Brown Jr Court SW  
Concord, North Carolina 28026-0308

Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the Bid security (if required) and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bid envelope shall be identified on the outside with the words:

**“BID FOR Hector H. Henry Greenway –Riverwalk Phase”**

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

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

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

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

A conditional or qualified Bid will not be accepted.

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

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

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

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

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

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

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

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

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid

Form. The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

- Owner-required inventory of spare parts.
- Building design changes which would be required to accommodate the proposed materials and equipment.
- Installation requirements and related engineering, training, and operating costs.
- Experience and performance record of the Supplier or the manufacturer.
- Maintenance and frequency of inspections required to assure reliable performance of the equipment.
- Suppliers' or manufacturers' service facilities and availability of qualified field service personnel.
- Efficiency and related operating expense during the anticipated useful life of the equipment.

17. CONTRACT SECURITY. The General Conditions set forth Owner's requirements as to Performance and Payment Bonds (required). These Bonds shall be delivered to Owner with the executed Agreement.

18. SIGNING OF AGREEMENT. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and power of attorney. Within 30 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement.

Should the Owner not execute the Contract within the period specified, the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Owner.

19. SALES AND USE TAXES. Provisions for sales and use taxes, if any, are set forth in the Supplementary Conditions.

20. RETAINAGE. Provisions concerning retainage are set forth in the Agreement.

21. LAWS AND REGULATIONS. Modifications, if any, to the General Conditions concerning Laws and Regulations are set forth in the Supplementary Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

21.01. Collusive Bidding. In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b)(7) of the State of North Carolina, the Contractor (Bidder), by submission and execution of this bid or Bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or quoting in connection with his Bid on this project.

End of Section

DEBARRED FIRMS CERTIFICATION FORM

**Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

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

\_\_\_\_\_  
Name of Firm

ATTEST \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

Sworn and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

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

**EXHIBIT A – BID FORM**

PROJECT IDENTIFICATION:

**Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

THIS BID IS SUBMITTED TO:

Enrique Blat, PE, Deputy City Engineer  
City of Concord  
635 Alfred Brown Jr Court SW  
P.O. Box 308  
Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bid, including without limitation those dealing with the disposition of the Bid security (if security is required by the City Manager). This Bid will remain subject to acceptance for 60 days after the day designated for reception of Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Quoting Documents within 10 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
  - a. Bidder has examined copies of all the Quoting Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
  - b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishing of Work.

- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have provided by the owner and under the conditions normally used and identified in the Supplementary Conditions and Special Conditions as provided in Paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in the Supplementary Conditions and Special Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Quoting Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
  - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - f. 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 all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - g. Bidder has given Engineer written and verbal notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer 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.
  - h. 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 quoting; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
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 Price. Final payment will be based on actual quantities.

**EXHIBIT A – BID FORM**

**Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

Hector H. Henry Greenway-Riverwalk Phase						
No.	Item: NCDOT Section or Reference #	Description	Units	QTY.	Unit Price (\$)	Item Total (\$)
1	800	Mobilization	LS	1		
2	801	Construction Surveying	LS	1		
3	SP-01	Traffic Control	LS	1		
4	SP-02	Comprehensive Grading	LS	1		
5	265	Select Granular Material	CY	300		
6	230	Borrow Excavation	CY	100		
7	225	Undercut Excavation	CY	1,000		
8	1016	Select Material Class VI (#57 Stone), placed and compacted	TN	900		
9	1056	Geotextile for Soil Stabilization, Table 1056-1 type4	SY	6,500		
10	846	2'-6" Concrete Curb & Gutter	LF	40		
11	848	6" Concrete Driveway	SY	60		
12	848	4" Concrete Sidewalk	SY	90		
13	SP-04	Detectable Warning	EA	2		
14	SP-05	Type D, E or F Sign	EA	2		
Storm Sewer						
15	310	18" R.C. Culvert Pipe, Class IV	LF	120		
16	310	18" Flared End Section	EA	2		
17	310	24" R.C. Culvert Pipe, Class IV	LF	50		
18	310	24" Flared End Sections	EA	2		
19	876	Rip Rap, Class B	TN	70		
20	876	Geotextile for Drainage	SY	30		
21	300	Foundation Conditioning Material, Minor Structures	TN	50		
22	300	Foundation Conditioning Geotextile	SY	60		
Erosion Control						
23	1605	Silt Fence	LF	5,000		
24	SP-09	Jurisdictional Fencing	LF	6,000		
25	SP-07	Silt Fence Outlet	EA	32		
26	SP-08	Storm Drain Inlet Protection	EA	2		
27	SH-27	Temporary Sediment Pond	EA	3		
28	1610	Stone for Erosion Control, Class 1	TN	400		
29	1610	Sediment Control Stone	TN	500		

30	SP-06	Coir Fiber Matting	SY	5,200		
31	SP-11	Wattles	LF	530		
32	1631	Matting for Erosion Control (Excelsior Curlex or equivalent)	SY	600		
33	1631	Matting for Erosion Control (North American Green SC250 Permanent Liner, or equivalent)	SY	700		
34	1056	Geotextile for under Rip Rap ,Table 1056-1, Type2	SY	80		
Trail						
35	1082	Ten (10) foot wide boardwalk	LF	3,400		
36	610	Asphalt Concrete Surface Course, Type S9.5B	TN	1,800		
37	520	NDOT Aggregate Base Course (ABC)	TN	2,500		
38	848	Concrete 8 foot wide , 4 inches thick trail from station 60+50 to 68+50	LF	850		
39	1084	6 inch Treated Timber Piles ( 820@12 feet and 24 @30 feet)	LF	10,560		
40	SH-26	Entry Column	LS	1		
41	SH-26	Bollards	EA	8		
42	SH-25, SH 26 , SP 10	Prefabricated Steel Bridge at Station 41+95	LS	1		
43	SH-26	Bridge Approach slabs	Ea.	2		
44	SH-27	Wooden Bridge with handrails at Station 18+10	LS	1		
45	SH-28	Outdoor Shelter 25'x25' with concrete slab	LS	1		
46	1660	Seeding and Mulching	AC	7		

**ESTIMATED BASE COST** \$ \_\_\_\_\_

**10% CONTINGENCY** \$ \_\_\_\_\_

**TOTAL ESTIMATED COST** \$ \_\_\_\_\_

**Alternate 1:**

Provide Perma-Trak cover instead of boardwalk from station 52+30 to 60+ 50. Also include 60 feet long, 8 foot wide path to observation deck and 30 feet by 10 feet observation deck. Timber piles and wooden support structure will be used only price the Perma-Track surface.

No.	Item	Description	Units	QTY.	Unit Price (\$)	Item Total (\$)
1		Perma-Track surface 10 feet wide	LF	820		
2		Perma-Track surface 8 feet wide	LF	60		



3		Perma-Track 30 feet by 10 feet Observation Deck	LS	1		
			Total Alternate 1			

5. Bidder agrees that all work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 360 days from the date of notice to proceed.
6. Liquidated damages are \$250.00 per each day past the contract completion date.
7. Communications concerning this Bid shall be sent to Bid at the following address:

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

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

P.O. BOX: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

8. The terms used in this BID, which are defined in the General Conditions (Section II), have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER: \_\_\_\_\_

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

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

If an Individual

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

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

Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE

If a Partnership

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

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

Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

**If a Corporation**

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

By \_\_\_\_\_  
(signature of authorized person) (title) \_\_\_\_\_

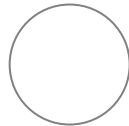
Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

(Seal)



**If a Joint Venture (Other party must sign below.)**

By (name) \_\_\_\_\_

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

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

**If an Individual**

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

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

Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Partnership

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

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

Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

If a Corporation

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

By \_\_\_\_\_  
(signature of authorized person)(title) \_\_\_\_\_

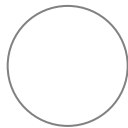
Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 20\_\_\_\_

ATTEST \_\_\_\_\_ TITLE \_\_\_\_\_

(Seal)



**EXHIBIT B – STANDARD FORM OF 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contract That certain contract by and between the Principal and the  
Contracting Body above named dated \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**STANDARD FORM OF 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:

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

\_\_\_\_\_  
(Proprietorship or Partnership)  
Printed Name\_\_\_\_\_

BY \_\_\_\_\_(SEAL)  
Printed Name\_\_\_\_\_

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

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_  
Printed Name\_\_\_\_\_

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

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

WITNESS:

BY \_\_\_\_\_  
Printed Name\_\_\_\_\_

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

**(Corporate Seal of Surety)**

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

## EXHIBIT C – PROJECT SPECIAL PROVISIONS

### **Hector H. Henry Greenway-Riverwalk Phase Project # 2015-043**

- 1) Contractor shall utilize the latest edition of NCDOT Standard Specifications & Standard Drawings for Roads and Structures, the City of Concord Technical Standards, and Water & Sewer Authority of Cabarrus County Technical Standard specifications, the most restrictive requirement shall apply unless otherwise noted. NCDOT Article Numbers in the Bid Form and these Project Special Provisions reference the NCDOT Standard Specifications for Roadways and Structures.
- 2) There are no subsurface reports available by the Owner on this project. The earthwork quantities are based on worst case scenario that no material from the unclassified excavation will be useable. If the unclassified material can be used for borrow, then the borrow quantity will be reduced.
- 3) The Contractor shall compact excavation material on site; compact excess subsoil, not being reused, on site.
- 4) The laboratory testing required in the plans will be done by the City of Concord.
- 5) The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor.
- 6) Financial Responsibility, Sedimentation Pollution Control Act: If this project is subject to the "North Carolina Department of Environmental Health and Natural Resources Sediment Pollution Control Act", the City has already acquired the permit. The Contractor, upon recommendation of award shall complete Part B of the Financial Responsibility/Ownership form provided by the City. The City will then transfer financial responsibility of the erosion control permit to the Contractor. The City of Concord will pay the cost of the application fees. The Contractor will be responsible for any fines levied for violation of the approved erosion control plan.
- 7) This project has an Erosion Control permit under the "North Carolina Department of Environmental Health and Natural Resources Sediment Pollution Control Act". Contractor should abide by the conditions of the attached permit.

## **SP-01 – TRAFFIC CONTROL**

### **1.0 DESCRIPTION**

Beginning Work and Street Closings: The Contractor is responsible for notifying the Concord Department of Transportation for any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

Traffic Control Plan: Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to plan sheets for major work items or details, or both.

All traffic control devices and procedures shall conform to the requirements of the current edition of the Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans. The Contractor shall adhere rigidly to these plans. The standards are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans or in the standards be acceptable.

Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.



Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the Traffic Control Plans and standards. The Contractor shall notify Engineer regarding conflicting permanent signs. Only Concord Department of Transportation personnel shall install, remove or relocate any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor. The right-of-way or temporary project easement may be used for this purpose, but equipment and materials must be placed safely 10 or more feet away from any open travel lane. It is recommended that all construction equipment and materials be stored on private property, which is posted against trespassing. It is the responsibility of the organization performing the work to obtain the permission to use a property for this purpose.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured.

**2.0 MEASUREMENT**

There will be no separate measurement made for Traffic Control.

**3.0 PAYMENT**

Traffic Control will be paid at the lump sum price for “Traffic Control”. This payment will be full compensation for all elements of work required to complete the Project as specified.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of “Traffic Control”.
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

**TRAFFIC CONTROL..... LS**

**SP-02, COMPREHENSIVE GRADING**

Version Date: 03/21/2016

**1.0 DESCRIPTION**

This item shall include all elements of work covered by the referenced NCDOT

Specifications and the numbered Additional City Specifications provided herein.

**NCDOT Specifications**

- 200, “Clearing and Grubbing”
- 225, “Roadway Excavation”
- 230, “Borrow Excavation”
- 235, “Embankments”
- 240, “Ditch Excavation”
- 250, “Removal of Existing Pavement”
- 260, “Proof Rolling”
- 340, “Pipe Removal”
- 412, “Unclassified Structure Excavation”
- 416, “Channel Excavation”
- 500, “Fine Grading, Sub-grade, Shoulders and Ditches”
- 545, “Incidental Stone Base”
- 560, “Shoulder Construction”
- 1530, “Abandon or Remove Utilities”

**Additional City Specifications**

1. Clearing and Grubbing: Clearing on this Project shall be performed to the slope stake line or the right-of-way or easement lines unless directed otherwise. The Contractor shall obtain permission from the Engineer prior to removing any trees in the easement areas.
  
2. Erosion Control: includes but is not limited to furnishing, installing, and maintaining, silt fence, diversion ditches, rock inlet sediment traps, rock pipe sediment trap, silt sacks, all stone for erosion control, rock check dams, block and gravel and inlet protection, catch basin inlet protection, temporary rock construction entrances, silt basins, temporary matting and all other erosion control measures required by, the plans, current ordinances, project permitting, and the Contractor’s means and methods.
  
3. Fence Removal and Disposal and or Fence Relocation: as shown on the plans and any additional removal or relocation identified by the Contractor’s means and methods shall be included in this item.
  
4. Hedgerow and or Planting bed Removal and Disposal: as shown on the plans and any additional hedgerow or planting bed removal identified by the Contractor’s means and methods shall be included in this item. Hedgerows to be removed shall be approved by the Engineer prior to removal.

5. Mail Boxes and Site Amenities: remove, protect, and reset mail boxes and site amenities. The Contractor shall keep mailboxes in service at all times and allow / provide for other services, including but not limited to trash pickup.
6. Removal and Disposal of Existing Infrastructure: concrete curb, sidewalk, miscellaneous concrete, asphalt, driveways, pads, slabs, walls, structures, catch basins, manholes, etc. within the construction limits as shown on the plans and any additional infrastructure removal identified by the Contractor's means and methods shall be included in this item.
7. Shoring: the Contractor shall be responsible for all shoring to include means, methods, materials and engineering needed to construct the project.
8. Saw Cutting: all saw cutting required to build the Project. Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement. When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be included in this item.
9. Seeding and Mulching: all temporary and permanent seeding and mulching required to complete the project in accordance with the plans and specifications shall be included in this item. All work shall be in accordance with the City "Landscape Construction Standards" Seeding and Sodding Turfgrass Section 04200 and included in this item.
10. Sidewalk and Curb Clean-up: The Contractor shall have all related sidewalk and curb work completed within ten (10) days of placement, including but not limited to 1) removal and disposal of construction debris; 2) related grading to include fine grading; 3) site restoration; 4) seedbed preparation and dress up work; 5) seeding and mulching; and 6) final cleaning.
11. Tree Protection: The Contractor shall provide tree protection as shown on the plans, including any pruning which shall be performed by a certified arborist in accordance with proper arboricultural standards, and any additional Tree Protection identified by the Contractor's means and methods shall be in accordance with the City "Landscape Construction Standards" Tree Preservation and Protection, Section 01000 and included in this item.

12. Tree and/or Stump Removal and Disposal: as shown on the plans and any additional tree and/or stump removal identified by the Contractor's means and methods shall be included in this item. Trees to be removed shall be approved by the Engineer prior to removal.

13. Utility Pipe/Conduit Removal and Disposal: existing public or private utility pipe / conduit, subsurface and shoulder drain pipe removal and disposal as shown on the plans and any additional utility pipe / conduit removal identified by the Contractor's means and methods shall be included in this item.

14. Rock Excavation: all rock excavation required to build the project.

15. Property Access: all labor and materials required to maintain access to properties during construction as directed by the Engineer.

16. Real Estate Special Provisions: The contractor will be responsible for all work in *Real Estate Special Provisions* in this contract and paid from Comprehensive Grading.

**2.0 MEASUREMENT**

There will be no separate measurement made for Comprehensive Grading.

**3.0 PAYMENT**

For the above-referenced NCDOT sections and numbered Additional City Specifications, there will be no direct measurement, payment or compensation, all cost incurred to complete the work as specified shall be included in the Lump Sum price bid for "Comprehensive Grading".

There will be **no separate measurement or payment** for the items listed or referenced in this specification.

Payment will be made under:

**COMPREHENSIVE GRADING.....LS**

## **SP-03, EARTHWORK, EXCAVATION, UNSUITABLE MATERIALS, AND BACKFILL MATERIALS**

### **1.0 DESCRIPTION**

Earthwork shall be performed to the lines and grades indicated on the plans. The work shall include excavation, furnishing, placement, compaction, and satisfactory disposal of all materials encountered within the limits of the Work necessary for the construction of the Project.

All excavated materials that are not required for the Project or are unsuitable for fills shall be considered as waste and shall be compacted on site at the Contractor's expense.

The Contractor shall be responsible for all borrow material and select material required to construct the Project as shown on the plans.

### **2.0 CONSTRUCTION METHODS**

The construction sequence of the proposed greenway will follow the steps below. A City of Concord inspector will monitor construction and guide the geotechnical decisions. When in conflict with the Specifications in the Plans, this provision shall take precedence and rule.

#### **Temporary Sediment Pond and erosion control measures:**

1. Install silt fence and stone outlets as indicated on the plans.
2. Install jurisdictional fence as indicated on the drawings.
3. Clear the area of the proposed temporary sediment ponds
4. Install the ponds according to the provided detail.
5. Install 3 rows of coir fiber baffles as per NCDOT 1640.1

#### **Construction of Asphalt Greenway Trail:**

1. Clear and grub the area.
2. Remove topsoil.
3. If needed, remove existing material to a depth of at least 12 in below finish grade according to the lines and grades in the Plans.
4. Proof-roll per Comprehensive Grading SP. Follow the City of Concord representative instructions.
5. Install Geotextile for Soil Stabilization per Std. 270.
6. Install and compact 6 in of CABC per Paving Specifications in the Plans.
7. Place asphalt surface after approval from city inspector.

#### **Construction of boardwalk:**

1. Construct boardwalk within wetland areas using a stabilization wooden mat to provide a platform for the equipment to drive timber piles for the support of the boardwalk.
2. Do not drive equipment across designated wetlands.
3. Construct wooden board walks after installation of the piles.

**Construction of Stream Crossings at station 3+65,13+45,36+65, and 42+05.:**

1. Install all erosion construction measures on both sides of the stream.( Silt Fence and Stone outlets)
2. Contractor is to exercise care not to discharge sediments into the stream.
3. The east and west end of the bridge can be access independently without construction equipment crossing the stream. Drive timber piles according to the project specifications.
4. Install bridge abutments.
5. Set prefabricated steel bridge or boardwalk as indicated on the drawings.

**3.0 MATERIALS**

Provide bedding material in accordance with Article 1016-3 for Class II, Type 1 or Class III, Type 1 or Type 2 select material.

Provide backfill material in accordance with Article 1016-3 for Class II, (Type 1 for flexible pipe) or Class III select material.

Provide foundation conditioning material in accordance with Article 1016-3 for Class V or VI select material.

Provide foundation conditioning geotextile in accordance with Article 1056-2 for Type 2 geotextile.

Provide geotextile for soil stabilization in accordance with Section 1056 for Type 4 geotextile.

Provide #57 stone drainage layer in accordance with Article 1016-3 for Class VI select material.

Provide borrow material in accordance with Article 1018.

Provide select granular material in accordance with Article 1016-3 for Class III, Type 2 or other approved classes or materials as directed.

**4.0 MEASUREMENT AND PAYMENT**

There will be no direct payment for earthwork, excavation, unsuitable materials, and backfill materials described in this special provision. Payment will be made at the contract unit prices for the various items covered by sections 226 *Undercut Excavation*, 230 *Borrow Excavation*, 265 *Select Granular Material*, 300 *Pipe Installation*, 305 *Drainage Pipe*, 310 *Pipe Culverts* and SP-01 *Comprehensive Grading*.

**(A) Unsuitable Material**

Unsuitable material shall be defined as any and all unsuitable materials regardless of its nature. Unsuitable Material not incorporated into the Project shall be compacted on site by the Contractor only as authorized by the Engineer. Stockpiled Unsuitable Material shall be compacted on site no less than once per week.

Proposed Project Subgrade, other than Pipe Culvert Trench Subgrade

If directed by the City of Concord, unsuitable material *below* the proposed project sub-grade, shall be removed, measured, compacted on site, replaced, and paid for under NCDOT Section 226 *Undercut Excavation*.

Unsuitable material *above* the proposed project sub-grade shall be removed and compacted on site at no additional cost to the City.

Proposed Pipe Culvert Trench Subgrade

If directed by the City of Concord, unsuitable material *below* the proposed project pipe culvert trench subgrade within the approved trench excavation limits for storm drainage pipe and storm drainage culvert shall be removed, measured, compacted on site, replaced, and paid for in accordance with Section 300-9 (B) *Foundation Conditioning Material* and Section 300-9 (C) *Foundation Conditioning Geotextile*.

Unsuitable material *above* the proposed pipe culvert trench sub-grade shall be removed and compacted on site at no additional cost to the City.

**(B) Pipe Bedding and Backfill**

There will be no separate measurement or payment for select bedding and select backfill material required in the installation of pipe as illustrated in NCDOT 300.01. All bedding and select backfill material will be included in cost of the installed pipe.

When local material meeting the requirements for the select bedding and backfill is approved for use by the Engineer, no deductions in the cost of pipe culvert will be made. Local material is defined as material generated on the project site or within the project limits.

**(C) Proposed Roadway Embankment**

When local material meeting the requirements for suitable material is approved for use by the Engineer, there will be no separate measurement or payment for the material incorporated into the completed and accepted Project.

Suitable material shall be defined as material meeting both:

- Unified Soil Classification System (USCS) designation of GW, GP, GM, GC, SW, SP, SM, or SC and
- American Association State Highway Transportation Official (AASHTO) Soil Classification System designation of A-1, A-3, A-2-4, or A-2-5.

When local suitable material is not available to complete the roadway embankment or the backfill of the trench, the Contractor shall use select material in accordance with *Select Granular Material*.

Do not use *Select Granular Material* until all local suitable material has been incorporated into the Project. There shall be no measurement or payment made for *Select Granular Material* brought to the site at the Contractor's convenience.

**(D) Proposed Basin Berm**

When local cut material is not available to complete the proposed basin berm, the Contractor shall use borrow material in accordance with *Borrow Excavation*.

Do not use *Borrow Excavation* material until all local suitable material has been incorporated into the Project. There shall be no measurement or payment made for borrow excavation material brought to the site at the Contractor's convenience.

No separate measurement or payment will be made for any other excavation, furnishing, placement, compaction or satisfactory disposal of material encountered within the limits of Work necessary for construction of the Project. All other earthwork shall be considered incidental to the Project and paid for in *Comprehensive Grading*, unless noted elsewhere in the Contract Documents.

**SP-04, DETECTABLE WARNING:**

**1.0 DESCRIPTION**

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2018 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

**2.0 MATERIALS**

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2018 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install red slip resistant fiberglass detectable warnings mats as designated by the City of Concord.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.



Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2018 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

**3.0 CONSTRUCTION METHODS**

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2018 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer’s recommendations.

**4.0 MEASUREMENT AND PAYMENT**

Detectable Warnings on proposed curb ramps will be measured and paid as the actual number of detectable warnings furnished, installed and accepted in accordance with the Project plans and specifications, including all materials, labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

**DETECTABLE WARNING..... EA**

**SP-05, TYPE D, E OR F SIGN**

**1.0 DESCRIPTION**

This item shall include all elements of work covered by the referenced NCDOT Specifications provided herein for Type D, E or F Signs.

**NCDOT Specifications**

- 901, “Sign Fabrication”
- 902, “Foundations for Ground Mounted Signs”
- 903, “Ground Mounted Sign Supports”
- 904, “Sign Erection”

**2.0 MEASUREMENT AND PAYMENT**

Type D, E or F Sign will be measured and paid as the actual number of sign assemblies fabricated, furnished, erected and accepted in accordance with the Project plans and specifications. Each type F sign assembly will be measured as one sign.

There will be **no separate measurement or payment** for the items listed or referenced in this specification for Type D, E or F Signs.

Payment will be made under:

**TYPE D, E OR F SIGN..... EA**

**SP-6 – COIR FIBER MATTING**

**1.0 DESCRIPTION**

This work consists of furnishing and installing erosion control matting on the finished grade, as designated on the plans and details, or as directed by the Engineer.

**2.0 MATERIALS**

Coir matting is proposed to be used on stream banks and designated areas within the wetland for the purpose of managing the shear stresses associated with flows through the stream and wetland. Straw matting is to be used on all other areas as directed in the Quoting Documents or required by the conditions of the erosion control permit. The matting shall meet the requirements shown on the plans and conform to the following properties:

<b>Property</b>	<b>Coir Matting</b>
<b>Matrix</b>	100% Coconut Fiber (Coir)
<b>Nettings</b>	100% Biodegradable fiber
<b>Threading</b>	100% Biodegradable
<b>Matting Description</b>	100% Biodegradable
<b>Weight (oz/SY)</b>	12-15
<b>Width (m)</b>	1 - 3
<b>Length (m)</b>	25- 50
<b>Open area (calculated)</b>	55% - 65%
<b>Light Penetration</b>	-
<b>Tensile Strength (Dry) (lbs/ft)</b>	400-600
<b>Elongation (Wet) (%)</b>	25 - 35
<b>Thickness (inch)</b>	0.30 – 0.35
<b>Maximum Flow Velocity (fps)</b>	8 - 10
<b>Typical Slope</b>	1V:2H – 1V:1H

Certifications from each coir fabric manufacturer that furnished products have specified property values. Certified property values shall be either minimum or maximum average roll values, as appropriate, for fabric furnished.

Stakes shall be of a length shown in the plans. They shall be cut to the appropriate length from untreated boards. In fabricating these units, each board of the selected length shall be cut again diagonally across the face to make two stakes from each length. The diagonal cut will occur 1/2 inch from the edge of the piece so the finished stake will have a 1/2 inch tip. Only new, sound, unused material shall be used. The stakes are to be used to secure erosion control matting in place at the top and toe of the stream bank. Two-foot long, 1/2-inch hooked rebar may be substituted when it is necessary to secure materials in rocky areas.

Use stakes of a size and type(s) as specified by the Manufacturer or as otherwise specified in the Quoting Documents. Wood stakes shall be made of untreated wood. Metal stakes or staples may be used in certain areas of this work pending approval of the City.

### **3.0 METHOD**

Products should be handled in a manner that prevents damage prior to and during installation. Fabric should be stored with suitable wrapping for protection against moisture and ultraviolet exposure prior to installation.

Install erosion control fabric lengthwise (horizontally) along the stream bank in accordance with the plans and as follows.

- a) Excavate a trench along the toe of the stream bank in the location shown on the plans.
- b) Place fabric in the trench, secure the fabric with a dead stout stake, backfill with clean soil, and then the wrap the fabric over the top surface of the trench and be positioned for installation over the stream bank surface.
- c) Prepare, seed, and straw mulch the stream bank surface in accordance with the Quoting Documents prior to the placement of the fabric over the stream bank surface.
- d) Lay fabric over the stream bank surface so as to not be in tension, but be placed neatly and with no gaps or wrinkles. Any fabric overlaps necessary shall be as specified in the plans.
- e) Bring fabric up and over the top of the stream bank and secure it into a trench located as shown on the plans. The trench width and depth shall be per the plans.
- f) Place fabric into the trench, secure the fabric with a dead stout stake, and backfill with clean soil.
- g) Install field stakes of a size, type, in a pattern, and with spacing dimensions as specified by the Manufacturer or as otherwise specified in the Quoting Documents.
- h) Secure erosion control fabric neatly around any project elements, undisturbed trees/shrubs, and existing structures to prevent any loose or frayed edges. There shall be no loose ends or unsecured erosion control fabric on the completed work.
- i) Repeat steps a) through h) until the matting for erosion control installation area is in compliance with the Quoting Documents.

Site conditions may require slight deviation from the planting plan and shall be approved by the City.

### **MEASUREMENT AND PAYMENT**

Coir Fiber Matting will be measured and paid as the actual number of square yards of coir fiber matting which are installed and accepted. Such price and payment will be full compensation for all work covered by this

section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the coir fiber matting.

Payment will be made under:

**Pay Item**

Coir Fiber Matting

**Pay Unit**

Square Yards (SY)

**SP-07, SILT FENCE OUTLET**

**1.0 DESCRIPTION**

This special provision shall include all labor and materials to furnish material, construct, maintain and remove silt fence outlets in accordance with the construction plans and the contract.

**2.0 MATERIALS**

Refer to the construction plans.

**3.0 CONSTRUCTION METHODS, MAINTENANCE AND REMOVAL**

Install and maintain silt fence outlets in accordance with the plans and specifications.

Leave silt fence outlets in place until site stabilization and remove at project completion. Dress and seed and mulch all areas where silt fence outlets are removed in accordance with Section 1660.

**4.0 MEASUREMENT AND PAYMENT**

*Silt Fence Outlets* will be measured and paid for by the actual number of silt fence outlets installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Silt Fence Outlet*.

Seeding and Mulching will be measured and paid in accordance with Article 1660-8.

Payment will be made under:

**SILT FENCE OUTLET .....EA**

**SP-08, STORM DRAIN INLET PROTECTION:**

**1.0 DESCRIPTION**

The Work covered in this section consists of installing storm drain inlet protection as necessary help reduce the effects of soil erosion and to retain sediment.

**2.0 INSPECTION AND MAINTENANCE OF SEDIMENT TUBES**

Inspect filter sacks after installation to ensure that no gaps exist under the filter sack and the rim of structure.

Inspect filter sacks every seven (7) days. Repair any damage to filter sack or replace per engineer request.

Remove sediment deposits that impair the filtration capability of a filter sack when the sediment reaches sediment capacity line on filter. Remove and/or replace installed filter sacks as required to adapt to changing construction site conditions.

**3.0 MEASUREMENT AND PAYMENT**

The quantity of "Storm Drain Inlet Protection" is to be paid for per each filter sack installed and accepted. All work consisting of, but not limited to, purchases, storing, and installing the filter sack and all material, time, and labor costs associated will be considered incidental to the work.

Payment will be made under:

**STORM DRAIN INLET PROTECTION .....EA**

**SP-09, SAFETY FENCE AND JURISDICTIONAL FLAGGING:**

**Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

**Materials**

- (A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

**Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

#### (B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

### **Measurement and Payment**

*Safety Fence* will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

**SP-10, PEDESTRIAN STEEL BRIDGE:**

**Description**

Line item #42 of the Bid Form includes the delivery and installation of a 50 foot pre-fabricated, pedestrian steel bridge, including the end bents as shown on the plans in sheets 25 and 26. The timber piles for the support of the bridge will be paid separately, there will be no other compensation for the proposed bridge.

**SP-11, WATTLE:**

(10-19-10) (Rev. 1-17-12)

1060,1630,1631

T1

**Description**

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, and removing wattles.

**Materials**

Wattle shall meet the following specifications:

100% Curled Wood(Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Stakes shall be used as anchors.

Provide hardwood stakes a minimum of 2-ft. long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.



Matting shall meet the requirements of Article 1060-8 of the *2012 Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

### **Construction Methods**

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6".

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *2012 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *2012 Standard Specifications*.

### **Measurement and Payment**

*Wattle* will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *2012 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Payment will be made under:

**Pay Item**  
Wattle

**Pay Unit**  
Linear Foot

**NOTICE OF AWARD**

TO:

FROM: City of Concord City Council (OWNER)  
P.O. Box 308  
35 Cabarrus Ave. W  
Concord, North Carolina 28026-0308

PROJECT: **Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

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 **April 29, 2019** in the amount of

\_\_\_\_\_ and \_\_\_\_\_/100 DOLLARS

(\$\_\_\_\_\_) has been accepted.

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

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

**Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

City of Concord, North Carolina

CONTRACTOR

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

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

Title: City Manager

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

*ACCEPTANCE OF NOTICE OF AWARD*

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NOTICE TO PROCEED**

TO:

FROM: City of Concord City Council (OWNER)  
P.O. Box 308  
35 Cabarrus Ave. W  
Concord, North Carolina 28026-0308

PROJECT: **Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

Contract Amount: \_\_\_\_\_ and \_\_\_\_/100 DOLLARS

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

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

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

City of Concord, North Carolina

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

Title: City Manager

**Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

## STANDARD FORM CONSTRUCTION CONTRACT (Revised 18 07 03)

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of CONCORD ("City") and \_\_\_\_\_ ("Contractor"), ( ) 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.**

The proposed Hector H. Henry Greenway-Riverwalk Phase generally parallels the northern shore of the Rocky River and consists of a 6,850 feet long, 10 foot wide pedestrian path. The path is a combination of asphalt surface and boardwalks. It will also have an observation deck and a picnic shelter.

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide the services 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. All payments shall be deemed inclusive of tax and other obligations.

**Sec. 4a. Retainage.** The City shall withhold no retainage on Contracts having a "total project cost" of less than \$100,000.00. The City may withhold retainage on contracts having a total project cost between \$100,000 and \$200,000. The City shall withhold retainage on contracts whose total project cost exceeds \$300,000. When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor's performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Definitions:

**"Total Project Cost"**: Total value of the Contract and any approved change orders or amendments.

**"Project is Fifty Percent Complete"**: When the Contractor's validly-issued gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the Contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent complete.

**Sec. 5. Term.** The Contractor shall commence work within **ten (10)** days of the date of its receipt of written Notice to Proceed from the City. The date that is **ten (10)** days from the date of the Contractor’s receipt of the Notice to Proceed shall be the “Commencement Date.” All work as set forth in the Scope of Services in Exhibit “A” shall be completed within **Three-hundred-sixty-five (365)** calendar days of the Commencement Date. The date that is **Three-hundred-sixty-five (365)** calendar days from the Commencement Date shall be the “Completion Date.” Time is of the essence with regard to this Project. If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under this Agreement or in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit “A”.

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

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. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers’ Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or Contractor’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor’s receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and

shall be renewed by the Contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except Workers' Compensation and professional liability 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.

Without limiting the coverage required pursuant to this Agreement, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

B. 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" – BID FORM
- (b) Exhibit "B" – Standard Form of Performance Bond
- (c) Exhibit "C" – Special Provisions
- (d) Exhibit "D" – Contractor must execute the Affidavit attached as Exhibit "D", attesting to compliance with state and federal laws related to E-Verify. **\*This requirement only applies to contracts that fall within the formal bidding range.**
- (e) Exhibit "E" – Tax Form(s).
- (f) Exhibit "F" – Certificate of Insurance.
- (g) Exhibit "G" - Drawings

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:

Sue Hyde, Director of Engineering  
City of Concord  
P.O. Box 308  
Concord, NC 28026  
Fax Number: (704) 786-4521

To the Contractor:

VaLerie Kolczynski, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026  
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 Contractor 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 and without prejudice to City’s other remedies, 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. Without limitation, Contractor shall comply with the requirements of Article 2, Chapter 64 (Verification of Work Authorization) of the North Carolina General Statutes relating to E-Verify. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to the requirements of the Iran Divestment Act, N.C.G.S. § 143C-6A-1, et. seq., Contractor certifies that that as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer in compliance with N.C.G.S. § 143-6A-4 and located at [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran). Furthermore, Contractor agrees that it will not enter into any subcontracts for the performance of this Agreement with any entity on the Final Divestment List.

(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 disability. 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 disability. 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 disability.

(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.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an Independent Contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

**(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 deposit of money, certified check or government securities for the full amount of the Contract. 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 17 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.

[Signature Page to Follow]

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

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

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

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

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

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

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

ATTEST BY:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

Title \_\_\_\_\_

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

SEAL

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Signature

**EXHIBIT "D"**

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 §64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

**EXHIBIT “E”**

**TAX FORM(S)**

**EXHIBIT "F"**

**CERTIFICATE OF INSURANCE**

4824-4465-9749, v. 1



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

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

**PROJECT: #** \_\_\_\_\_ **DESCRIPTION:** \_\_\_\_\_  
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

Engineering's Application For Payment Form

Project Title: **Hector H. Henry Greenway-Riverwalk Phase**  
**Project # 2015-043**

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

**CITY OF CONCORD  
CONCORD, NORTH CAROLINA  
CONTRACT CHANGE ORDER**

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

**Project Title:** **Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

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

**To:**  
**(CONTRACTOR)**  
**Account No.**  
**Purchase Order No.**

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

<b>Item No.</b>	<b>Description of Changes</b>	<b>Additions</b>	<b>Deductions</b>
		<b>\$0.00</b>	<b>\$0.00</b>
<b>Original Contract Amount</b>			
<b>Net Changes by Previous Change Orders</b>			
<b>Net Changes this Change Order</b>			<b>\$0.00</b>
<b>New Contract Amount</b>			<b>\$0.00</b>

**The Contract Time will be \_\_\_\_\_ by \_\_\_\_\_ calendar days.  
The Completion Date as of this Change Order is:**

**Accepted: (Contractor)**  
**By:** **Date:**

**Accepted: CITY OF CONCORD**  
**By:** **Date:**

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

**By:** **Date:**

**Finance Director**

## CERTIFICATE OF INFRASTRUCTURE COMPLETION

<b>Project Title: Hector H. Henry Greenway-Riverwalk Phase</b> <b>Project # 2015-043</b>	
<b>CONTRACTOR NAME &amp; ADDRESS:</b>	<b>OWNER NAME &amp; ADDRESS:</b>
<b>MISCELLANEOUS INFORMATION:</b>	
<b>INSPECTOR:</b>	

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

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

**FIELD ORDER**

**CITY OF CONCORD  
ENGINEERING DEPARTMENT**

Post Office Box 308  
Concord, North Carolina 28026-0308

Project Title: **Hector H. Henry Greenway-Riverwalk Phase  
Project # 2015-043**

**FIELD ORDER NO** \_\_\_\_\_ **CONTRACT** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

a) TO: \_\_\_\_\_



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

**DESCRIPTION OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- QUOTATION RECEIVED AND APPROVED BY THE CITY OF CONCORD.
- QUOTATION NOT RECEIVED. PLEASE FURNISH QUOTATION IMMEDIATELY TO THE CITY OF CONCORD FOR CHECK AND APPROVAL.
- TIME AND MATERIAL BASIS. FURNISH TIME AND MATERIAL REPORTS DAILY TO THE CITY OF CONCORD FOR VERIFICATION AND SIGNATURE.
- OTHER \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_

NORTH  
CAROLINA  
SALES TAX  
REPORT

OWNER: \_\_\_\_\_  
 Project Title: **Hector H. Henry Greenway-Riverwalk Phase**  
**Project # 2015-043**

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 a part of or is annexed to the building or structure being erected, altered or repaired.

\_\_\_\_\_  
 Contractor or Subcontractor Name  
 (PRINT)  
 Signature  
 : \_\_\_\_\_  
 Name  
 (print): \_\_\_\_\_  
 Title: \_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE  
 ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
 NOTARY  
 PUBLIC

MY COMMISSON EXPIRES : ON \_\_\_\_\_

North Carolina One Call Center, Inc.

North Carolina One Call Center, Inc., a non-profit organization funded by participating utility companies and municipalities in the interest of community and job safety and improved service through damage reduction to the utilities.

**A ONE CALL TOLL FREE TELEPHONE NUMBER, 811 or 1-800-632-4949, PROVIDES AN AVENUE TO ALL OF THE PARTICIPATING MEMBERS FROM ANY POINT WITHIN THE STATE OF NORTH CAROLINA.**

Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner in which buried utilities may be damaged is requested to call the toll-free number between the hours of 6:00 a.m. and 10:00 p.m., Monday through Friday, forty-eight hours before starting the proposed work.

Within minutes of your telephone call, the participating members will be made aware of your plans and will be given pertinent information that has been provided by you about your planned work. You will be told the names of the participating members from whom you can expect a response - if there are buried facilities in the path of your activity, the route of the utilities will be staked and/or marked at no expense to you. If there are no facilities in the area of the planned work, you will be called or notified by a representative of a participating company accordingly.

Should a non-participating utility operator be serving your area, we recommend that you call them on an individual basis. All utility operators, whether company or municipality, will be provided an opportunity to become a member of North Carolina One Call Center, Inc.

Naturally, knowing the route of utilities, the excavator is expected to exercise caution and to avoid damage as the project progresses.

Damage prevention does not just happen – it is a planned and orderly process through which each of us can participate - **YES, WE CAN AND WE WILL DRAMATICALLY REDUCE DAMAGES TO THE UTILITIES IN THE STATE OF NORTH CAROLINA!! THANKS FOR YOUR HELP.**

**BEFORE YOU DIG**

**IN THE INTEREST OF COMMUNITY AND JOB SAFETY AND IMPROVED SERVICE**

**CALL NORTH CAROLINA ONE CALL CENTER, INC.**

**811 or 1-800-632-4949**

**North Carolina One Call Center, Inc  
2300 West Meadowview Rd., Suite 227  
Greensboro, NC 27407  
www.nc811.org**



## SECTION II

# GENERAL CONDITIONS

Please reference online at:

<http://www.concordnc.gov/Portals/0/Documents/Engineering/10%2001%2005%20General%20Conditions%20Horizontal.pdf>

Dated: 01/08/20