



**REQUEST FOR BID:**

**WILSON STREET PARK  
PHASE 1 – REBID**

**Project No. 2021-076**

**Bid No. 2518**

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

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See City Webpage – Engineering Department – Forms & Downloads – Standard Details & Specifications

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

<http://www.concordnc.gov/Portals/0/Documents/Engineering/10%2001%2008%20GENERAL%20PROVISIONS%20Vertical%20Construction.pdf?ver=2017-02-27-180729-250>



**BID ADVERTISEMENT/INVITATION TO BID**

**December 2, 2021**

**Project Title: Wilson Street Park – Phase 1 - Rebid  
Project No. 2021-76**

**Project Description:** The City of Concord proposes to add paving to the existing gravel parking lot located at 106 Wilson Street NE. Project also includes the construction of a 1040 sq. ft. restroom facility/shelter. All site work and structure construction are to be accomplished per plans from VIZ, PLLC, furnished by the City of Concord. There will be 1996 sq. ft. of stamped concrete, 2116 sq. ft. of concrete paving/walks, and 15,337 sq. ft. of asphalt parking/drives.

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 five percent (5%) Bid security 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 if the total bid amount is greater than \$50,000 (see Section 16 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. **TO BE CONSIDERED AS A BIDDER FOR THIS PROJECT. CONTRACTORS MUST REGISTER WITH THE CITY OF CONCORD BY SENDING AN EMAIL THAT INCLUDES YOUR NAME AND COMPANY CONTACT INFORMATION TO [BUTLERJL@CONCORDNC.GOV](mailto:BUTLERJL@CONCORDNC.GOV)**

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

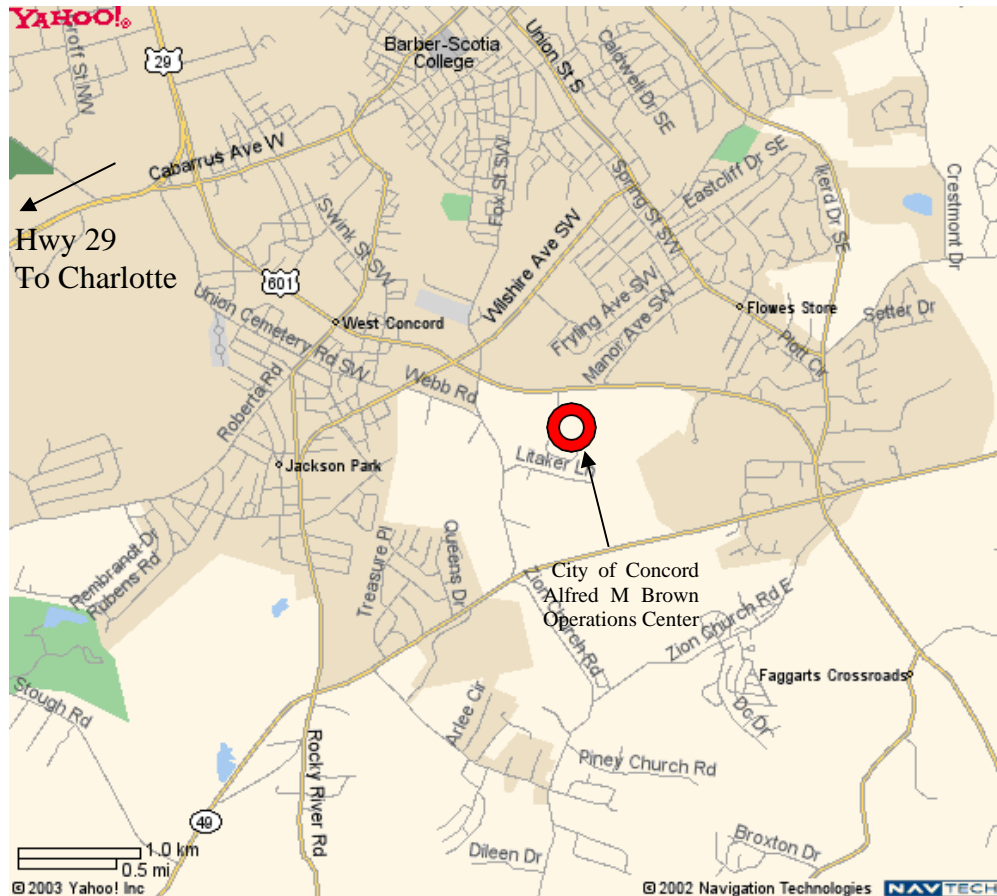
For **TECHNICAL QUESTIONS OR CONTRACT DOCUMENTS:** Jimmy Butler 704.920.5422

Bid Opening Date: **Thursday December 14, 2021 at 2:00 PM**

Location: Alfred M. Brown Operations Center  
635 Alfred Brown Jr. Court SW: Conference Room "C"  
Concord, NC 28026

*Alfred M. Brown Operations Center*  
City of Concord ● 635 Alfred Brown Jr. Court SW. ● P.O. Box 308 ●  
Concord, North Carolina 28026 ● (704)920-5425 ● Fax (704)786-4521 ●  
TDD 1-800-735-8262 ● [www.concordnc.gov](http://www.concordnc.gov)

# 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  
Turn right at the next traffic light at Manor Avenue (blue & 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 (based on Owner's evaluation as herein provided) makes an award.

2. COPIES OF BID DOCUMENTS. Bid Documents which include all front-end documents may be obtained free of charge from the City of Concord's website at

<https://concordnc.gov/Departments/Finance/Purchasing/RFPs-RFQs-and-Bids>:

## **WILSON STREET PARK – PHASE 1 - REBID, Bid # 2518**

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 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.

**TO BE CONSIDERED AS A BIDDER FOR THIS PROJECT, CONTRACTORS MUST REGISTER WITH THE CITY OF CONCORD BY SENDING AN EMAIL THAT INCLUDES YOUR NAME AND COMPANY CONTACT INFORMATION TO [butlerjl@concordnc.gov](mailto:butlerjl@concordnc.gov).**

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.

3.2. 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.

3.3. 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 Deputy Director of Engineering for the City of Concord at 704.920.5425.

3.4. 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.

3.5. 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.

3.6. 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.

4. 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.

5. **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.

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

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

8. 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 12/3/2021, until 12/10/2021. 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.

9. 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.

10. BID FORM. The Bid Form is bound in the Contract Documents and shall not be removed therefrom. Bid Form 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 another 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. 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.

11. 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  
c/o Enrique A. Blat, P.E.  
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 THE CITY OF CONCORD WILSON STREET PARK – PHASE 1 - REBID 2021-076 BID # 2518'**

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 the bound documents containing the Bid Form must be submitted with the Bid.**

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.

12. 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.



13. 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.

14. 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.

15. 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 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.

16. 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.

17. 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.

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

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

20. 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 any agreement, participated in any collusion, or project.

**DEBARRED FIRMS CERTIFICATION FORM**  
**[MUST BE COMPLETED & SUBMITTED WITH BID]**

**City of Concord Wilson Street Park – Phase 1 - Rebid**  
**Project No. 2021-076**

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 \_\_\_\_\_, 2021.

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

**EXHIBIT 'A' BID FORM**

**City of Concord Wilson Street Park – Phase 1 - Rebid  
Project No. 2021-076**

THIS BID IS SUBMITTED TO:

City of Concord  
c/o Enrique A. Blat, P.E.  
Deputy City Engineer  
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 an agreement with Owner in the form included in the Contract/BID Documents to perform and furnish all Work as specified or indicated in the Contract/BID 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/BID Documents.

2. Bidder accepts all 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 \_\_\_\_\_

- 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

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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. The terms used in this BID, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

**DATE:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**NC CONTRACTOR NO.:** \_\_\_\_\_

In compliance with the Instructions to Bidders, the undersigned, having carefully examined the Bidding Documents, Scope of Work, Special Provisions, Drawings and Specifications, all subsequent Addenda as prepared by the Owner, visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all labor, materials, equipment and services, etc., to complete the work required in accordance with the Contract/BID Documents for the consideration of the following amount/amounts.

**LUMP SUM BASE BID** (Fill in amount in words and figures, words to govern in case of conflict) includes amount shown hereinafter in Performance and Payment Bonds:

The undersigned Bidder, having carefully investigated the existing conditions at the project site, and having thoroughly familiarized himself with the Contract Documents, hereby proposes to provide all necessary labor, permits, equipment, materials, services and etc. to complete the installation of the:

**City of Concord Wilson Street Park – Phase 1 - Rebid**

**Project No. 2021-076**

All in accordance with the aforementioned Contract Documents and the attached drawings for the lump sum price of:

BASE BID \$ \_\_\_\_\_

5% CONTINGENCY \$ \_\_\_\_\_

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

*(Total Bid should be the addition of the Base Bid and 5% Contingency)*

**ALTERNATES:** The undersigned further agrees to construct the alternates as described in the Contract Documents for the following prices:

**Alternate No. 1:** In lieu of dimensional lumber framing in exposed open areas, utilize No. 1 Douglas Fir Heavy Timber instead. See note on plans – A 3.0 and S 1.0.

\$ \_\_\_\_\_

**Alternate No. 2:** In lieu of wall mounted and ceiling mounted forced air heaters with ductwork, provide cost for ductless mini split systems per plan notes on M1 and M2.

\$ \_\_\_\_\_

**Alternate No. 3:** Install 6' high chain link fence enclosure surrounding outside HVAC equipment with access gate.

\$ \_\_\_\_\_

**Alternate No. 4:** Install two 3” PVC conduits from power pole at street to penetration into restroom structure for future fiber/data runs. Use 240’ for estimate.

\$ \_\_\_\_\_

**TIME OF COMPLETION**

The undersigned further agrees to begin work within ten (10) days after a "Notice to Proceed" with an adequate work force, carry the work forward as rapidly as possible and complete the work within 150 Calendar Days.

**LIQUIDATED DAMAGES**

If the “Time of Completion” is not met, the City of Concord will charge liquidated damages to the contractor. Liquidated damages for failure to meet the “Time of Completion” as described in this section shall be \$250.00 per calendar day.

**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 \_\_\_\_\_, 2021

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

**If a Partnership**

By \_\_\_\_\_

(firm name)

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

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

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

Date \_\_\_\_\_, 2021

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

**If a Corporation**

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

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

(title) \_\_\_\_\_

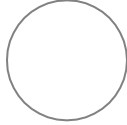
Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 2021

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 \_\_\_\_\_, 2021

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



**If a Partnership**

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

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

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

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

Date \_\_\_\_\_, 2021

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

**If a Corporation**

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

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

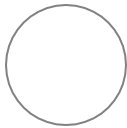
Business address \_\_\_\_\_

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

Date \_\_\_\_\_, 2021

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

(Seal)



**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 a certain contract with the Contracting Body, identified as shown above and hereto attached;

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

**PERFORMANCE BOND: (Continued)**

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

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

WITNESS: \_\_\_\_\_

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

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

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

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

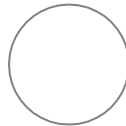
Printed Name \_\_\_\_\_

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:

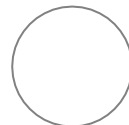
BY \_\_\_\_\_

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

TITLE Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:



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

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

# CITY OF CONCORD PROJECTS

## SPECIAL CONDITIONS

1. Please email Jimmy Butler at [butlerjl@concordnc.gov](mailto:butlerjl@concordnc.gov) to arrange all site visit.
2. The Contractor will provide all materials unless otherwise noted.
3. Bidders must possess a General Contractors License in the State of North Carolina.
4. Project is lump sum in accordance with the design drawings by VIZ, PLLC dated 7/23/2021.
  1. Including but not limited to the following: All labor, materials and equipment for the proposed bathroom building.
  2. All labor and materials to complete the parking areas as designed and in accordance with NCDOT Standard Specifications - 2018.  
There will not be any separate pay items other than the lump sum item.
5. Contractor will be responsible for all permits and associated fees. This also includes water and sewer tap fees and a low voltage permit if data is being run even though the City of Concord installs the data on each project. Every fee charged by the City of Concord can be viewed online at [www.concordnc.gov/Departments/Finance/Adopted-Fees-Schedule](http://www.concordnc.gov/Departments/Finance/Adopted-Fees-Schedule). Contact Cabarrus County for all other required project associated fees.
6. All contractors working on Federally Funded Projects (typically housing projects) MUST be registered in-the SAM. They need to be active in the system to complete a debarment check; this was previously done in the database for Excluded Parties List System (EPLS). The mandatory registration is free and takes about 10 days to obtain but the contractor must have a DUNS number also which is a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is also free for all businesses required to register with the federal government for contracts or grants. Federally Funded Projects also require that all Davis-Bacon guidelines are followed.
7. Whenever a project scope involves planning and design work; consider and include the following items for each project:
  - a- Conduit design for City fiber, communication, and cable.
  - b- Include at least one data and phone outlet on each office wall.
  - c- Planned location with power and data needed for time clock.
  - d- Adequate cooling for equipment in IT Rooms.
  - e- All IT Rooms shall have a 4' X 8' X ¾" sheet of plywood installed landscape on the wall for the purpose of mounting IT, phone, and cable equipment.
  - f- No flat roofs are allowed as part of the design for a project.
  - g- Design for security needs as required. The City uses Lefler Electronics, Inc. to monitor fire, security, and elevator. Connie Hicks (980-521-9275) with the City of Concord and Tara Thompson (704-784-1022 X-207) with Lefler Electronics, Inc. are contacts for account # and receiver #.
  - h- One exterior water spigot shall be located in close proximity to all HVAC condensing units for condenser cleaning and maintenance.

8. Whenever a project scope involves new plumbing fixtures; only install high efficiency toilets (1.28 gallons per flush) and water efficient urinals as required per Interbasin Transfer Agreement for all new City-owned facilities and retro-fits, where practicable. Sloan Flush Valves are to valves of choice for the City. No waterless urinals allowed.
9. All HVAC units require controls unless project plans call for thermostats only. Only install Reliable Controls to interface with the Cities control monitoring software system unless the City authorizes a different vendor for controls in writing. The City uses Control Service Group to maintain our units. Our Control Service Group contact is Patrick Doherty @ 704-684-4055 or 704-254-2771.
10. Whenever a project scope involves a new HVAC System; only install Carrier Units or comparable Trane Units unless the City authorizes a different vendor in writing. This also includes mini splits. All mini-split installations should use conventional condensate pumps in lieu of mini-pumps and need to have a backnet card that allows them to connect to our Reliable Control System. Mini-split heads in IT Rooms should be mounted over the entrance door if possible. All exterior compressor units are to be top discharge. The City prefers to not use variable speed compressors. 4" filter boxes are the preferred duct filtration method. All units shall contain a UV Air Treatment System. Honeywell UV2400U1000 is the City recommended system. No duct work can have interior insulation. All ductwork must be insulated/wrapped on the exterior. All units shall be located in one central mechanical room for centralized maintenance and not above the ceiling grid.
11. Whenever a project scope involves the City running fiber or cable to the structure; the contractor will be responsible to install a minimum 24" X 24" X 12" metal box at location designated to bring the fiber and/or cable into the building. Box installation will also include running two 3" conduits from exterior box to designated IT Room location for the project. All conduit turns shall be sweeps with not less than a 12" radius bend. Contractor will also need to include as part of their bid the cost to run up to 50' of two buried 2" conduits from either the pole or transformer pad where the City cable provider drops the fiber/cable run on site. See example pictures below:







12. Whenever new sheetrock (GWB) requires painting on a project; all GWB shall receive one coat of primer and two coats of paint.
13. All bidders for City of Concord Projects shall attempt to recruit and select Minority Businesses to participate in its Projects. **Required affidavits shall be attached to all bids.** See attached guidelines:

### **GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS**

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

#### **SECTION A: INTENT**

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority- business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

#### **SECTION B: DEFINITIONS**

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
2. Minority Business - means a business:
    - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
    - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
  3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
  4. Public Entity - means State and all public subdivisions and local governmental units.
  5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
  6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
  7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
  8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
  9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
  10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

### **SECTION C: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want

to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

## 2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
  - (1) Project description and location;
  - (2) Locations where bidding documents may be reviewed;
  - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
  - (4) Date, time and location of the bid opening.
  - (5) Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.
- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

## 3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and



minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

1. A description of the work for which the bid is being solicited.
  2. The date, time, and location where bids are to be submitted.
  3. The name of the individual within the owner's organization who will be available to answer questions about the project.
  4. Where bid documents may be reviewed.
  5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
  - e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
  - f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
  - g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
  - h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
  - i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

#### 4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f)– (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
- e. During construction phase of the project, review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

#### 5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the subbid is being solicited.

- (2) The date, time and location where subbids are to be submitted.
- (3) The name of the individual within the company who will be available to answer questions about the project.
- (4) Where bid documents may be reviewed.
- (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix E), for designer's review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- k. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

#### 6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

### **SECTION 4: DISPUTE PROCEDURES**

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

**SECTION 5:** These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: [www.nc-sco.com](http://www.nc-sco.com)

**SECTION 6:** In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

## MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

### **APPLICATION:**

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**OR**

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

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

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT**

(Revised on 3/14/2003)

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a

procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make avail-

able, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or

We solicited from Minority Firms →

Project is small Enough that Minority Firms can Bid →

Low bid provided Affidavit B indicating that he will perform →

all the work with his own forces, and does not have to meet minority goals on the bid.

cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular

## Identification of Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

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

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

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

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



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

**County of \_\_\_\_\_**

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

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

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

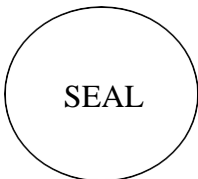
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

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

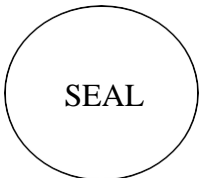
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

County of \_\_\_\_\_

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

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

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

\_\_\_\_\_ (Project Name)  
 Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

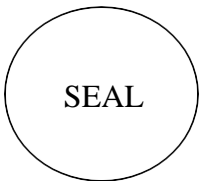
Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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



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

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

(Name of Bidder)

Affidavit of: \_

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

(Attach additional sheets if required)

Name and Phone Number	Minority Category	Work description	Dollar Value

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

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

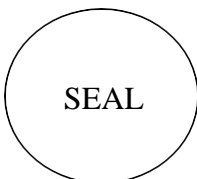
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

14. The City of Concord will only accept the following restroom accessories for all projects. Fire Department Projects are the only exceptions and they will furnish their own accessories.
- a- Bobrick B-3947 Recessed Convertible Paper Towel Dispenser and Waste Receptacle
  - b- Bobrick B-35903 Recessed Paper Towel Dispenser
  - c- Bobrick B-27460 Double-Roll Toilet Tissue Dispenser
  - d- GoJo LTX-12 Touch Free Foam Soap Dispenser

15. All work shall meet the following standards, rules, and procedures applicable to each project:

- NC State Building Code – 2018**
- NC Administrative Code and Policies – 2018**
- NC Fire Prevention Code – 2018**
- NC Mechanical Code – 2018**
- NC Plumbing Code – 2018**
- NEC – National Electrical Code**
- NC Electrical Code – 2014**
- NC Energy Conservation Code – 2018**
- NC Fuel Gas Code – 2018**
- NC Existing Building Code – 2018**
- NC Réhabilitation Code – 2012**
- NC DOT Standard Specifications for Roads and Structures-2018**

- AA** – Aluminium Association
- AAMA** – American Architectural Manufacturers Association
- ACI** – American Concrete Institute
- AF&PA** – American Forest & Paper Association
- AISC** – American Institute of Steel Construction
- AISI** – American Iron and Steel Institute
- AITC** – American Institute of Timber Construction
- ANSI** – American National Standards Institute
- APA** – Engineered Wood Association
- ASCE/SEI** – American Society of Civil Engineers Structural Engineering Institute
- ASME** – American Society of Mechanical Engineers
- ASTM** – ASTM International
- AWCI** – Association of the Wall and Ceiling Industry
- AWPA** – American Wood Protection Association
- AWS** – American Welding Society
- BHMA** – Builders Hardware Manufacturer’s Association
- CPA** – Composite Panel Association
- CPSC** – Consumer Product Safety Commission
- CSA** – Canadian Standards Associations
- CSSB** – Cedar Shake and Shingle Bureau
- DASMA** – Door and Access Systems Manufactures Association International
- DOC** – US Dept. of Commerce – National Institute of Standards and Technology
- DOJ** – US Department of Justice
- DOL** – US Department of Labor
- GA** – Gypsum Association
- HPVA** – Hardwood Plywood Veneer Association
- HUD** – US Department of Housing and Urban Development

<b>ICC</b>	– International Code Council
<b>NAAMM</b>	– National Association of Architectural Metal Manufacturers
<b>NCDOT</b>	– North Carolina Department of Transportation
<b>NCMA</b>	– National Concrete Masonry Association
<b>NFPA</b>	– National Fire Protection Association
<b>PCI</b>	– Precast Pre-Stressed Concrete Institute
<b>PTI</b>	– Post-Tensioning Institute
<b>RMI</b>	– Rack Manufacturers Institute
<b>SDI</b>	– Steel Deck Institute
<b>SJI</b>	– Steel Joist Institute
<b>SPRI</b>	– Single-Ply Roofing Institute
<b>TIA</b>	– Telecommunications Industry Association
<b>TMS</b>	– The Masonry Society
<b>TPI</b>	– Truss Plate Institute
<b>UL</b>	– Underwriters Laboratories, Inc.
<b>WDMA</b>	– Window and Door Manufacturers Association
<b>WRI</b>	– Wire Reinforcement Institute

## **PROJECT SCOPE**

The City of Concord proposes to add paving to the existing gravel parking lot located at 106 Wilson Street NE. Project also includes the construction of a 1040 sq. ft. restroom facility/shelter. All site work and structure construction are to be accomplished per plans from VIZ, PLLC, furnished by the City of Concord. There will be 1996 sq. ft. of stamped concrete, 2116 sq. ft. of concrete paving/walks, and 15,337 sq. ft. of asphalt parking/drives.



WILSON STREET PARK SITE PICTURE





WILSON STREET PARK SITE PICTURE



## STANDARD FORM CONSTRUCTION CONTRACT

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 City of Concord proposes to add paving to the existing gravel parking lot located at 106 Wilson Street NE. Project also includes the construction of a 1040 sq. ft. restroom facility/shelter. All site work and structure construction are to be accomplished per plans from VIZ, PLLC, furnished by the City of Concord. There will be 1996 sq. ft. of stamped concrete, 2116 sq. ft. of concrete paving/walks, and 15,337 sq. ft. of asphalt parking/drives.

**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 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 one hundred and fifty days (150) calendar days of the Commencement Date. The date that is one hundred and fifty days (150) calendar days from the

commencement Date shall be the "Completion Date." Time is of the essence regarding 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 because 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 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 always with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; 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. All Certificates of Insurance will require written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the Contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

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

B. 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 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 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 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" – Contractor must execute the Affidavit attached as Exhibit "B", attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

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 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 the City’s defenses and shall be liable for all the Contractor’s duties that arise out of this Contract and all 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 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.

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

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

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

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

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

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

(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 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 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 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 "A"

**BID FORM**

EXHIBIT "B"

E-VERIFY

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 following 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.  
My Commission Expires:

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

||  
|| (Affix Official/Notarial Seal) ||  
||

EXHIBIT "C"

TAX FORM(S)

**EXHIBIT “D”**

**CERTIFICATE OF INSURANCE**

**NOTICE OF AWARD**

TO:

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

PROJECT: **City of Concord Wilson Street Park – Phase 1 - Rebid**

**City Project No. 2021-076**

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 **December 2, 2021** 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 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 \_\_\_\_\_, 2021

**City of Concord, North Carolina**

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

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**NOTICE TO PROCEED**

TO:

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

PROJECT: **City of Concord Wilson Street Park – Phase 1 - Rebid**

**City Project No. 2021-076**

Contract Amount: \_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ ).

You are hereby notified to commence work on or before the \_\_\_\_\_ of \_\_\_\_\_, 2021, and are to fully complete the work by the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Your project completion date is therefore the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

**City of Concord**

Post Office Box 308  
Concord, North Carolina 28026-0308

For Office Use Only:

Charge to P.O. #

Due:

**PROJECT:**

- 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: \_\_\_\_\_



# PAY REQUEST

ITEM	DESCRIPTION	QUANTITY	UNIT	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**

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

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

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

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

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

**Original Contract Amount**

**Net Changes by Previous Change Orders**

**Net Changes This Change Order** \_\_\_\_\_ **\$0.00**

**New Contract Amount**

<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

**CITY OF CONCORD FIELD**  
**ORDER**  
***ENGINEERING DEPARTMENT***

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

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

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

**TO:** \_\_\_\_\_



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

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

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

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

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

**NORTH  
CAROLINA  
SALES TAX  
REPORT**

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PROJECT: \_\_\_\_\_

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 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 \_\_\_\_\_, 2021.

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

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

## **North Carolina 811, 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, 1-800-632-4949, PROVIDES AN AVENUE TO ALL 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 way buried utilities may be damaged is requested to call the toll-free number between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, three working days 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 around 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.**

**1-800-632-4949 OR 811**

## **SECTION II** **GENERAL CONDITIONS**

**Please reference online at**

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

Dated: 01/5/2010

**<http://www.concordnc.gov/Portals/0/Documents/Engineering/10%2001%2008%20GENERAL%20PROVISIONS%20Vertical%20Construction.pdf?ver=2017-02-27-180729-250>**

Dated: 01/8/2010