

Notice to Bidders



Request for Bids (RFB) For Street Resurfacing FY 20-21

For Town of Chapel Hill Chapel Hill, North Carolina

BID:	Q21-66
CATEGORY:	Construction
PROJECT:	Street Resurfacing FY 20-21
FROM:	Zakia Alam, Purchasing & Contracts Manager
NOTICE DATE:	October 2, 2020
SUBMISSION DATE:	October 16, 2020, 12:00 PM

Pursuant to Section 143-131 of the General Statutes of North Carolina, sealed proposals for the Street Resurfacing FY 20-21 (the "Project") to be furnished to the Town of Chapel Hill, N.C. will be received by Zakia Alam, Purchasing and Contracts Manager, Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, N.C., until October 16, 2020 at 12:00 P.M..

Prospective bidders may view the specifications for the proposed project on the Town of Chapel Hill website (www.townofchapelhill.org. Click on "Bid Notices" option, then the name of this project).

The Project Manager for this project is Greg Ling, Public Works, Town of Chapel Hill. All requests for interpretations related to this RFB must be submitted in writing to the Project Manager at gling@townofchapelhill.org by 3:00 pm on Friday, October 9, 2020. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website on Monday, October 12, 2020.

For questions on the bidding procedures, contact the Town's Purchasing Division at 919-969-5022.

The Town of Chapel Hill reserves the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the Town of Chapel Hill.

PUBLISHED:

TOWN OF CHAPEL HILL website: www.townofchapelhill.org

Date: October 2, 2020

North Carolina Department of Administration Historically Underutilized Businesses (HUB)website

Instructions to Bidders



For Street Resurfacing FY 20-21

For Town of Chapel Hill Chapel Hill, North Carolina

This bid package includes the following documents:

Notice to Bidders

Instructions to Bidders

Bid Proposal Form

Contract between Owner & Contractor with Performance and Payment Bonds (sample)

General Conditions of the Contract for Construction

General Conditions to Contract

Project Summary: This project consists of patching, milling, and resurfacing of selected Town streets.

Projected Project Schedule:

The Town's goal to use the following schedule if possible:

Bid Request Issued:	October 2, 2020
Requests for Interpretation Due:	October 9, 2020 by 3:00 P.M.
Addendum Published:	October 12, 2020
Bids Due:	October 16, 2020 at 12:00 P.M.
Date of Availability:	October 22, 2020
Completion Date:	April 30, 2021

Contacts:

For Questions about the Proposed Project:

Greg Ling, Streets Supervisor, Project Manager
Public Works
Town of Chapel Hill
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
Email: gling@townofchapelhill.org

For Questions about Bidding Procedures:

Town of Chapel Hill
Purchasing Division
919-969-5022

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

I. PRE-SUBMISSION PROCEDURES:

A. Requests for Interpretations. Bidders in doubt as to the meaning of any part of the instructions, specifications, or other documents furnished with or referenced by these Instructions, may submit questions in writing to Greg Ling at gling@townofchapelhill.org by the "Requests for Interpretation Due" date and time specified above. No further requests for interpretation will be accepted after the deadline.

B. Addenda. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website at www.townofchapelhill.org on October 12, 2020. Bidders shall ascertain that they have received all addenda issued and shall acknowledge their receipt on the Bid Proposal Form, furnished with the specifications.

C. Expectations for Contract. It is intended that the successful bidder shall furnish all tools, equipment, machinery, apparatus, labor and materials necessary to complete all work required under the terms of such contract(s) as may be entered into.

II. SUBMISSION OF BIDS:

A. Receipt of Bids. Sealed proposals for the furnishing of labor, materials, equipment, and services for construction of the Project will be mailed to the Purchasing & Contracts Manager at the Town of Chapel Hill Town Hall, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina, **until Friday, October 16, 2020 at 12:00 P.M.** and clearly marked "Bid Proposal – Street Resurfacing". **The bidder's state contractor license number shall be printed in the lower left hand corner of the envelope containing the bid.**

B. Bid Opening. This will not be a public bid opening.

C. Licenses. Bidders are hereby notified that Chapter 87 of the North Carolina General Statutes will be observed in receiving and awarding the Contract(s). Accordingly, Bidders must have proper license(s) under the State laws governing their respective trade(s).

D. Bid Proposal Form. Bids shall be submitted on the Bid Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations or changes. All prices shall be stated in numerals. In case of conflict, unit prices will take precedence over unit price extensions.

E. Execution of Bids.

1. **Corporations.** Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other duly authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal be affixed and attested by the Secretary or Assistant Secretary of the corporation. The officer's signature shall be notarized. The corporate address and state of incorporation shall be shown above the signature.
2. **Partnerships.** Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the partner's notarized signature, and the official address of the partnership and the names of all partners must be typed or printed below the signature.
3. **Other Business Entities.** Bids other than by corporations or partnerships shall be executed by the owner of the firm submitting a bid, in the presence of a notary public whose signature and seal attest said signature.

F. Minority and Women Owned Enterprises. Bidder shall make a good faith effort to ensure that, whenever possible, subcontracts are awarded to minority and women's business enterprises in accordance with Town policy. See General Conditions for additional information.

G. Familiarity with Project Conditions. Bidders are required to and shall inform themselves fully of the conditions relating to the construction project and labor under which the work will be performed, and a contractor must employ, insofar as is possible, such methods and means in carrying out the work so as not to cause any interruption and/or interference with any other contractor(s).

III. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION AND PERFORMANCE:

A. Form of Contract. The contract to be awarded as a result of this RFB will be in substantially the same form and content as the sample "Contract between Owner and Contractor with Performance and Payment Bonds included in this bid package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

B. State Requirements.

This project uses State funding; therefore, state requirements do apply.

C. Performance and Payment Bonds. Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded.

D. Insurance Provisions. The successful bidder shall procure and maintain during the life of the contract the Insurance Provisions as outlined in Article 33 of the General Conditions of the Contract for Construction. Required coverage limits will be 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. The Town shall be named as an additional insured for Commercial General Liability and Business Automobile policies.

E. Commencement of Work. The successful bidder will be required to commence work upon receipt of Notice to Proceed issued by the owner in time to finish all work by the completion date.

F. Time to Complete Work. Bidder's attention is called to the contract time limit allowed to complete the work specified after the date of the Notice to Proceed.

G. Billing and Payment. The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the by the Contract Coordinator.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

TOWN OF CHAPEL HILL CONTRACT
STANDARD PROVISIONS

GENERAL

This contract is for street resurfacing in the city limits for the Town of Chapel Hill and the performance of incidental items of work associated with resurfacing.

All work and materials shall be in accordance with the provisions of the General Guidelines of the contract, the Project Special Provisions, the latest edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Standard Specifications for Roads and Structures and Roadway Standard Drawings may be obtained from the links below:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>

The Manual of Uniform Traffic Control Devices (MUTCD) may be obtained from the link below:

<https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is October 22, 2020.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is April 30, 2021. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for this contract are \$500.00 per calendar day.

RFB for Street Resurfacing for FY 20-21
Bid: Q21-66, Town of Chapel Hill, North Carolina
October 2, 2020

AUTHORITY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders if the Contractor fails to carry out promptly.

MATERIALS AND TESTING

The Public Works Director reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However, the Public Works Director may reduce the frequency of sampling and testing where he deems is appropriate for the project under construction.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Public Works Director. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

PAYMENT AND RETAINAGE

The Contractor may submit requests for partial payment on a monthly basis, or other interval as approved by the Public Works Director. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

TOWN OF CHAPEL HILL
SPECIAL PROVISIONS

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Public Works Director two weeks in advance of beginning work on this project. The Contractor shall give the Public Works Director sufficient notice of all operations for any sampling, inspections or acceptance testing required. The Contractor shall provide adequate signage notifying citizens and businesses of intent to pave. **Signs should be placed at least 48 hours but not more than 96 hours prior to start of work on any street.**

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

No work may be performed on Sundays and legal Town holidays. The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

QUANTITIES

The quantities shown on the Bid Proposal Form are estimates only. Payments will be made only for actual quantities for the work performed based on the actual field measurements. Delivery tickets showing the weight and composition of each load shall be furnished to the Public Works Director or his designated representative at the time the load is delivered to the paver. Payment will not be made on the tickets not received on the site at the time of delivery. The Town of Chapel Hill reserves the right to increase or decrease the estimated quantities of any or all items by (25%) without change in unit price.

DESCRIPTION OF WORK

PAVING

The production, delivery, placement and compaction of all bituminous material shall be in accordance with Section 610 of the Standard Specifications. All paving shall be the appropriate Surface Mix, Type S9.5B or S9.5C, Intermediate Mix, Type I19.0C, or Base Mix, B25.0C. A currently approved North Carolina Department of Transportation job mix formula shall be used for all bituminous construction.

Tack shall conform to Section 605, Asphalt Tack Coat, of the NCDOT Standard Specifications for Roads and Structures. Tack shall only be applied beyond the area to be paved on a given day or night. Trackless tack is permitted. Trucks shall be fitted with appropriate measuring devices such that the quantity of tack applied to an area may be verified. Tack shall be spread with the spray bar on the tack truck. Use of hand wands to spray tack is limited to areas not accessible to the truck spray bar. There will be no separate payment for this item.

RESURFACING LIST FY 20-21

STREET	FROM	TO	Length	Width	Depth
Barclay Road	MLK Jr, Boulevard	End pavement	3,730	11	1"
Barclay Road	MLK Jr, Boulevard	End pavement	3,731	11	1"
Fountain Ridge Road	Colony Woods Drive	Pope Road	1,490	28	1"
Graham Street (N)	Rosemary Street	Franklin Street	487	38	1"
Highgrove Drive	Cul-de-sac	Parkview Crescent	2,424	22	1.5
Roberson Street (N)	Rosemary Street	Franklin Street	379	29	1"
Severin Street	Bradley Road	Dead end	3,040	20	1"
Weiner Street	Barclay Road	Severin Street	579	21	1"

Note: Tentative list subject to change as approved by the Public Works Director.

MILLING STREETS

The existing pavement shall be milled in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section at the locations specified. The Contractor shall mill intersections and other irregular areas as indicated by the Public Works Director. The Contractor may elect to make multiple cuts to achieve the required depth or cross slopes as specified.

Longitudinal profile of the milled surface shall be established by a mobile string line on the side of the cut nearest the centerline of the road or as directed by the Public Works Director. The cross slope of the milled surface shall be established by an automatic cross slope control mechanism or by a second skid sensing device located on the opposite edge of the cut. The Public Works Director may waive the requirements for automatic grade and cross slope controls where conditions warrant.

The milling equipment shall be operated in such a manner as to prevent damage to underlying pavement structure, utilities, drainage facilities, curb and gutter, pavement surfaces outside the milled area, and any other appurtenances. The milled pavement surface shall be reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous grooves, or other damage as determined by the Public Works Director. Any leveling or patching required as a result of negligence by the Contractor shall be repaired with hot bituminous plant mix at no cost to the Town. The Contractor shall coordinate the adjustment of manholes, meter boxes and water valves with the milling operation.

It is the responsibility of the Contractor to clean the streets after milling. The milled pavement surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by use of power brooms, blowers, power vacuums, or other means. The milled asphalt shall be hauled off at the expense of the Contractor. The Town has the option to retain up to 50% of the millings for their use and will provide a stockpile site at no additional cost to the Town. The Contractor shall not stockpile or store any waste or millings on the streets or rights-of-way in Chapel Hill.

Pavement removal operations shall be conducted to effectively minimize the amount of dust being emitted. The operation shall be planned and conducted so that it is safe for persons and property adjacent to the work including the traveling public. The removal of the existing pavement shall be to the depth required by the plans or contract. In the event it is altered by more than one inch a pro-rated adjustment may be requested by either party.

MILLING LIST FY 20-21

Street	From	To	Depth	Square Yards
Full Mill				
Barclay Road	MLK Jr, Boulevard	End pavement	1"	4,560
Barclay Road	MLK Jr, Boulevard	End pavement	1"	4,560
Fountain Ridge Road	Colony Woods Drive	Pope Road	1"	4,650
Graham Street (N)	Rosemary Street	Franklin Street	1"-3"	2,050
Highgrove Drive	Cul-de-sac	Parkview Crescent	1.5"	6,275
Roberson Street (N)	Rosemary Street	Franklin Street	1"	1,225
Severin Street	Bradley Road	Dead end	1"	6,765
Weiner Street	Barclay Road	Severin Street	1"	1,350

***Estimated quantity only, actual quantity to be field measured**

Note 1: Tentative list, subject to change as approved by the Public Works Director.

Note 2: The intent of the milling on Graham Street is to return the pavement to normal crown.

PATCHING

Areas to be patched will be marked prior to the commencement of patching. The patch depth will be 8- inches from the finished grade of the new pavement. The patches will consist of B-25.0C asphalt base or I-19.0C binder. The patches will be constructed in an initial loose lift of 4 inches of asphalt mix. After compaction of the initial lift, the final lift may be placed and compacted such that the asphalt meets the existing pavement. The minimum patch width will be 4 feet.

Utility Conflicts

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

Manhole covers and valve boxes shall be raised by the appropriate utility company (Duke Energy, AT&T, or Orange Water and Sewer Authority) where necessary. **The Contractor shall be responsible for coordination of this work.**

Alternate I

Alternate 1 is included at the request of OWASA and will be accepted or rejected by OWASA. There are no known adjustments to be made at this time. However this item is included to provide a mechanism for payment in the event that unanticipated adjustments need to be made.

Manhole Cover/Water Valve Box Adjustments

The Contractor shall be responsible for the alteration, protection, or any other necessary adjustments of existing water and sewer facilities as required for completion of the work. All utility adjustments work shall be at the expense of Contractor and shall be indicated at the Unit Price Amount entered in the space provided on the Bid Proposal Form furnished with the Specifications.

Before commencing any work, the Contractor shall contact the utility owner and make any necessary arrangements or coordinate required for the work surface. Prior to application of new resurfacing, all existing manhole covers and valve boxes within the area to be resurfaced shall be adjusted in elevation to coincide with the finished surface elevation.

Adjustments shall be made by resetting the existing frame, rings or other structures in new masonry 3500 psi or greater, or by other material approved by the Town of Chapel Hill and Orange Water and Sewer Authority. All work done by the Contractor will have to be inspected by the Public Works Director or his designated representative prior to resurfacing. All manholes and water valves shall be filled in and made safe before the end of the work day. No manhole or water valve will be left unpoured for more than two working days. (i.e., if it is excavated on Monday, by the end of the work day on Tuesday it will be filled in.)

Alternate II

TRACKLESS TACK

The Town is considering using trackless tack for this project and requests that the contractor provide the additional lump sum cost to provide trackless tack.

Alternate III

THERMO-PLASTIC PAVEMENT MARKINGS

The Contractor shall install thermo-plastic pavement markings in accordance with, and in conformance with the latest edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the current North Carolina Department of Transportation Standard Special Provision for thermo-plastic pavement markings and the Manual of Uniform Traffic Control Devices. (MUTCD)

In the interest of conserving resources, the North Carolina Department of Transportation Standard Special Provision for thermo-plastic pavement markings is not reproduced in this proposal. A complete copy of that provision will be furnished to the Contractor upon request.

Premark within 10 days of completion of individual said street. Permanent markings placed within 30 days of completion of resurfacing.

RFB for Street Resurfacing for FY 20-21
Bid: Q21-66, Town of Chapel Hill, North Carolina
October 2, 2020

PAVEMENT MARKINGS FY 20-21

ITEM	Barclay Road	Fountain Ridge Road	Graham Street (N)	Highgrove Drive	Robeson Street (N)	TOTALS
Parking "T"s (lf)			14			14
4" Double Yellow (lf)			800		100	900
4" White			190			190
4" White Mini-Skips (lf)			16			16
STOP Bar 24" (lf)	15	64	40	69	30	218
Hi Vis X-Walk 24" (lf)			80	200	65	345
8' Left Arrow (ea)			1			1
8' Right Arrow (ea)			3			3
8' Combo Left/Right Arrow (ea)			1			1
Speed Table 12" Line (lf)				70		70
Bike Loop Markings (ea)			1		1	2

BID PROPOSAL FORM
Street Resurfacing FY 20-21
BID: Q21-66

Bidder: _____ Bid Date: _____

To: Purchasing & Contracts Manager
 Town of Chapel Hill
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514

The undersigned declares that they have carefully examined the sites of work, have informed themselves fully with respect to the conditions at the places when the work is to be performed and have examined the Notice To Bidders, Instruction to Bidders, and the Specifications and are fully informed with regard to all terms and conditions pertaining thereto and agrees if their proposal is accepted within thirty (30) days they shall enter into a contract for the furnishing of all material and equipment and doing all work, to include furnishing and doing everything necessary to complete the work specified.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BASE BID

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Resurfacing of Streets:		
a. Approximately 565 tons Asphalt (S9.5C)	_____	_____
b. Approximately 1,510 tons Asphalt (S9.5B)	_____	_____
2. Milling Streets:		
a. Approximately 31,500 sq. yds	_____	_____

BASE BID (continued)

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3. Patching:		
a. Approximately 1,350 sq. yds.	_____	_____
	Base Bid Total	_____

ALTERNATES

The following Alternates pertain to this project.

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the total bid. If the alternate is left blank, then the Alternate would not change if the base bid is accepted.

The bidder agrees to construct the Alternate as described in the Contract documents for the following price. Acceptance of the alternate does not increase the contract time.

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Alternate I – Utility Adjustments:		
a. Manhole Frames & Covers, 1 ea.	_____	_____
b. Water Valve Boxes, 1 ea.	_____	_____
	Alternate I Total	_____

Alternate II – Trackless Tack

a. Trackless Tack, lump sum	_____	_____
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Note: Additional cost is incidental to paving.

Alternate II Total	_____
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Alternate III – Thermo Plastic Pavement Markings:

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
a. Parking "T"s, 14 lf	_____	_____
b. 4" Double Yellow, 900 lf	_____	_____
c. 4" White, 190 lf	_____	_____
d. 4" White Mini-Skips, 16 lf	_____	_____
e. Stop Bar 24", 218 lf	_____	_____
f. Hi Vis X-Walk 24", 345 lf	_____	_____
g. 8' Left Arrow, 1 ea.	_____	_____
h. 8' Right Arrow, 3 ea.	_____	_____
i. 8' Combo Left/Right Arrow, 1 ea.	_____	_____
j. Speed Table 12" Line, 70 lf	_____	_____
k. Bike Loop Markings, 2 ea.	_____	_____

Alternate III Total _____

Work will be completed in _____ calendar days.

The contents of this bid are known to no one outside the undersigned corporation/partnership/individual. The undersigned declares that they are duly licensed in the State of North Carolina to perform the work bid, and that all fees for licenses, permits, etc., pertinent to the submission of this bid, have been paid in full.

Bid other than by Corporations or Partnerships shall be executed hereon below:

This the _____ day of _____, 2020.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

STATE LICENSE NO.: _____

EXECUTED BY: _____ TITLE: _____

ATTEST: _____ DATE: _____

My Commission Expires: _____

NOTARY PUBLIC SEAL

Bid by Corporations shall be executed hereon below:

This the _____ day of _____, 2020.

CORPORATION NAME: _____

ADDRESS: _____

STATE LICENSE NO.: _____ STATE OF INCORPORATION: _____

EXECUTED BY: _____ TITLE: _____

ATTESTED: _____ TITLE: _____

CORPORATE SEAL

TOWN OF CHAPEL HILL, NORTH CAROLINA
CONTRACT BETWEEN OWNER AND CONTRACTOR
WITH PERFORMANCE & PAYMENT BONDS
FOR **{Insert Project Name}**

THIS CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Agreement"), is made and entered into as of the date set forth below, between the Town of Chapel Hill (the "Owner"), and **{Insert Contractor's Full Legal Name}** (the "Contractor"), a duly licensed contractor authorized and qualified to do business in North Carolina.

Section 1. For and in consideration of the payments and mutual promises made by the Owner and Contractor, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Contractor agrees with the Owner, at the Contractor's own proper cost and expense and with skill and diligence, to provide the labor and furnish all the materials for performance of the work (the "Work") necessary to construct and complete ready for use, **{Insert Project Name}** (the "Project") or such portion thereof as may be awarded to said Contractor, or to furnish such materials as may be awarded, as herein set forth, all in conformity with the Instructions to Bidders, Plans and Specifications, Detail of Bid Items, insurance requirements and the Contractor's proposal dated attached hereto, and incorporated herein by reference, and such detailed directions, drawings, and similar information as may be given by the Owner from time to time during the construction, and in full compliance with this Agreement.

Section 2. The Contractor agrees to accept the sum of \$_____ (the "Contract Sum") in full compensation for furnishing materials and for all labor in performing all the Work contemplated in this Agreement.

Section 3. For the purpose of this Agreement, all directions from the Owner to the Contractor shall be made by _____ (the "Designer"), whose address is _____ . No

change orders shall be valid unless signed by the Designer, Town Manager, Department Director, Town Attorney and the Town Finance Officer, and, if required by Town ordinance or resolution, approved and executed by the Town Council.

Section 4. The Work will be staked out by the Contractor, as necessary, and reviewed by the Designer at the appropriate stages and times prior to placement of materials. The Contractor will be required to carefully preserve all stakes and grades until authorized to remove them. Construction staking is not a pay item.

The Contractor shall also furnish all proper and necessary assistance and access for reviewing and inspecting the Work.

Section 5. The Contractor agrees to substantially complete the Work within _____ () calendar days following receipt of a written Notice to Proceed and to fully and finally complete the Work, including all punch list items, within _____ (_____) calendar days after Substantial Completion. Furthermore, the Owner and Contractor acknowledge that because the damages and losses to the Owner in the event of the Contractor's failure to perform the Work within the time set forth herein will be difficult to ascertain and quantify, that there will be \$_____ per calendar day assessed against the Contractor as liquidated damages for

losses sustained by the Owner for the Contractor's failure to substantially complete the Work within the time established herein, and that the amount of the liquidated damages as provided herein is a reasonable estimate of the Owner's losses. The Owner will hold retainage, in accordance with the General Conditions.

Section 6. The Contractor agrees not to employ any incompetent or disorderly person on the Work, and will employ competent, experienced foremen to be in charge of their respective work.

Section 7. The Designer, shall in all cases determine the quality and quantity of the Work, including the materials, furnished by the Contractor under this Agreement, and also shall determine all questions in relation to lines, levels, and dimensions of the work, and as to the interpretation of the plans and specifications and as to all time extension requests.

Section 8. The grand total of unit price extensions for the Work is \$ _____. The sum may be modified by valid change orders as provided in the Contract Documents.

Section 9. The Contractor agrees that the Contractor's Superintendent, Project Manager, or Foreman in charge of the Work or any part thereof, shall have authority to receive information or instructions regarding the Project and to act on behalf of the Contractor with respect to such information or instructions.

Section 10. The Owner may require the Contractor to furnish additional materials, and to do additional work not provided in this Agreement or in the specifications, but which may be found necessary to the proper prosecution and completion of the Work as set forth in Article 19 of the General Conditions of the Agreement (the "General Conditions"). Said General Conditions are attached hereto and incorporated by reference. **No work other than that included in this Agreement shall be done and no additional material shall be furnished by the Contractor without a written Change Order or Construction Change Directive signed by the Designer, Town Manager, Town Department Director, Town Attorney and the Town Finance Officer, and, if required by ordinance or resolution, approved and executed by the Town Council.** In the absence of such written Change Order or Construction Change Directive, the Contractor shall not be entitled to the payment for any additional work.

Section 11. The Owner reserves the right to place inspectors on the Work or at the place of shipment, or delivery of materials, or at factory or works of the Contractor, to observe the quality and character of the Work performed and materials used, and the Contractor agrees to afford such inspectors all proper access and facilities for carrying out their duties.

It is agreed and understood that the right of the Owner to review or inspect the Work or materials is retained in order to secure the completion of the Work in conformity with the plans, specifications, and the contract documents, and without unnecessary inconvenience to the public, but nothing contained in the plans, specifications, and the contract documents shall be taken or understood to authorize control by the Owner of any of the Contractor's obligations, or of the means or methods for performance of the Work, or as to make the Contractor an agent of the Owner.

Section 12. The Contractor acknowledges and agrees that **no employee of the Owner or the Designer HAS ANY POWER TO VARY THIS CONTRACT without a written Change Order or Construction Change Directive** as set forth in Article 19 of the General Conditions and that any variation from this Agreement shall be at the Contractor's own risk.

Section 13. The Contractor and Owner agree that this Agreement may not be assigned or transferred, including any assignment by operation of law, without the consent of the other. The assignment or transfer, including any assignment by operation of law, of any part of the Work by the Contractor shall not in any way relieve the Contractor of the Contractor's

obligations, and the Owner will look to the Contractor, and not the subcontractor, for the faithful performance of the Work.

Section 14. The Contractor agrees to immediately remove and reconstruct at the Contractor's own expense all work or materials not in conformity with this Agreement, and any failure on the part of the Designer or Owner to reject nonconforming work or material before the final completion and acceptance of the entire Work or material, shall not be considered an acceptance of the Work or material, or any part of it, notwithstanding that such Work or material previously may have been paid for.

Section 15. On the final completion of the work, the Owner shall proceed with due diligence and in accordance with the General Conditions to pay or cause to be paid within thirty (30) days thereafter the Contract Sum as modified by valid change orders signed as provided herein, less progress payments previously made, in legal tender of the United States and the acceptance of payment of such final amount shall release the Owner from all claims by the Contractor for Work done, materials furnished, or any other claims under or relating to this Agreement.

Section 16. The Owner may at any time require full release of all claims for materials or labor furnished for the Work and may withhold payments of amounts reasonably adequate to pay such claims until the Contractor has produced evidence reasonably sufficient to establish that such claims have been resolved.

Section 17. The Contractor agrees to perform the Work in such a manner as to be of least inconvenience to the Owner and public. The Contractor agrees to comply with all ordinances and regulations affecting the Work in any manner, and with all sanitary rules and regulations, taking precaution to avoid creating unsanitary conditions.

Section 18. The Contractor further agrees that if there is a material breach of this Agreement by the Contractor as provided in Article 29 of the General Conditions, the Owner shall have the right to notify the Contractor of the Contractor's default. Upon notification of such a default, the Contractor shall discontinue said work or such part of parts thereof as the Owner may designate, and the Owner shall thereupon have the power and the right to proceed as provided in Article 27 or other applicable provision of the General Conditions.

Section 19. The Contractor shall maintain worker's compensation, general and automobile liability and property damage insurance as set forth in the General Conditions. The Contractor shall indemnify and save harmless the Owner from all costs, damages, expenses, suits, actions, proceedings of every name and description in law or equity, including reasonable attorneys' fees, brought against it or its officers, agents or employees arising out of or related to the performance of the Work, arising out of or related to infringement of any patent, or due to or in consequence of any negligence or any action, error or omission of the Contractor, where Contractor's actions are the proximate cause of the loss, damage or expense.

Section 20. The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

Section 21. The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

Section 22. The Contractor shall furnish the Owner certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid

thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Owner for sales or use taxes. The Contractor shall obtain and furnish to the Owner similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Owner will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Owner of said taxes shall remain with the Owner, and the Contractor shall not be entitled to such refund.

Section 23. The Contractor hereby agrees that the Contractor has read each and every clause of this Agreement and fully understands the meaning of the same, and that the Contractor will comply with all the terms herein. This Agreement is to be executed in two copies, one copy to be delivered to the Contractor and the other to be retained by the Owner.

Section 24. This Agreement is subject to the terms of all federal, state, and local requirements for the Work whether or not such requirements are set forth in the body of this contract.

Section 25. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

Section 26. This agreement may be amended or modified only by a writing signed by the Owner and Contractor.

Section 27. This Contract is subject to the provisions of the North Carolina General Statutes regarding the dispute resolution process. Accordingly, the following procedure shall be used to resolve any disputed issues, where the amount in controversy exceeds \$10,000, arising out of this contract or the construction process thereunder. If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiation, the Owner and Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to non-binding mediation under the construction mediation rules of the American Arbitration Association. The parties agree to exercise good faith efforts to complete any such mediation within ninety (90) days after the demand for resolution has been delivered. The work shall proceed as required by the contract documents during the pendency of any mediation or litigation. In the event a dispute cannot be resolved through non-binding mediation, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. Venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.

Section 28. E-Verify: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes.

Section 29. Contractor's Affidavit: The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner directly or through the Designer an affidavit signed, sworn and notarized to the effect that all payments for materials, labor, services or subcontracted Work in connection with this Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract.

[SIGNATURES ON FOLLOWING PAGE]

This Contract is between the Town of Chapel Hill and **{Insert Contractor's Full Legal Name}** for **{Insert Project Name}**.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{INSERT CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20_____.

Approved as to Form and Authorization. This is to certify that I have examined the attached Contract Documents, other than the Detailed Specifications and Appendices thereto; that after said examination I am of the opinion that such documents conform to the Laws of the State of North Carolina and that execution of the Contract and the Performance and Payment Bonds are in due and proper form and; that the Owner signatures are duly authorized to execute said Contract.

TOWN LEGAL STAFF

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

FINANCE OFFICER

DATE