



Chronicle Street Overflow Parking Lot Project **Phase 1 Request for Proposals**

Date Issued: March 6th, 2024



**City of Belmont
1401 E. Catawba St.
Belmont, NC 28012**

BID FORM DOCUMENTS	
City of Belmont – CityWorks 1401 E. Catawba St. Belmont, NC 28012	Refer <u>All</u> Inquiries to: Jake Kanburoglu, Public Works Street Maintenance Supervisor Office #: 704.825.0506 E-mail: jkanburoglu@cityofbelmont.org
PROJECT:	Chronicle St. Parking Lot Project Phase 1.
BID DUE DATE:	March 26th, 2024

INVITATION TO BID

Sealed bids will be received on or before March 26th, 2024, 10:30 am at The City of Belmont – CityWorks Building 1401 E. Catawba St. Belmont, NC at which time all bids will then be publicly opened in the Community Room and all bid prices read aloud for the following:

Chronicle St. Parking Lot Project Phase 1.

The City of Belmont will hold a pre-bid conference at the City of Belmont’s CityWorks Community Room at 1401 E. Catawba St. Belmont, NC on March 15th, 2024.

Bid Bond: Each bid that equals or exceeds \$100,000 shall be accompanied by a corporate bid bond or certified check in the amount of at least 5% of the total amount bid for the contract. The bid bond shall be executed by a corporate surety licensed in North Carolina to execute such bonds.

Bid Information: Bid Documents, plans, copies of the Instructions to Bidders, the Bid Form, forms for bonds and other documents may be obtained on the City of Belmont website (Cityofbelmont.org) on March 5th 2024.

Contractor’s License for Construction Contracts: Bidders shall comply with all applicable laws regulating the practice of General Contracting as required by the General Statutes of North Carolina that require the Bidder to be licensed by the North Carolina Licensing Board for General Contractors when bidding on any project where the bid is \$30,000 or more. The Bidder will provide a copy of the license and provide the North Carolina General Contractor’s License Number, Classification(s), and Limits in the space provided on the signature page of the bid.

Delay in Award: Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran’s status.

E-Verify Affidavit: All bidders shall include in their bid package an affidavit that they and all sub-contractors have complied with E-Verify or are exempt from the requirement.

Itemized Proposal Form: The itemized proposal form provided by the City shall be used and the Project Manual in its entirety (the Project Manual shall not be taken apart or altered) shall be submitted for bid consideration. All entries including signatures shall be written in ink.

Delivery of Bids: Bids may be mailed, or hand delivered to Jake Kanburoglu on or before March 26th, 2024. **Please label the sealed bid envelope with the Project Name, Contractor’s Name, and Bid Opening date and time.** Bids submitted via facsimile (FAX) machine in response to this Invitation to Bid **will not** be acceptable. Bids are subject to rejection unless submitted on the forms contained in the Project Manual.

Bid Phase Contact: For information regarding this project during the bid phase contact:

Jake Kanburoglu, City of Belmont Public Works Street Maintenance Supervisor. 704-825-5586.
jkanburoglu@cityofbelmont.org

STANDARD PROVISIONS

Project name: Chronicle St. Parking Lot Project Phase 1.

SCOPE OF WORK: Chronicle St. Parking Lot Project Phase 1.: This project is located on City owned property on Chronicle St. The cleared site should be graded to promote sheet flow drainage across the area. Two driveway entrances shall be constructed to enter the parking lot. The parking lot will consist of compacted gravel and concrete parking stops anchored into the ground for 62 parking spaces. In accordance with the attached Chronicle St. Overflow Parking Lot Project Phase 1 map.

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Public Works Department. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

ADDITIONAL WORK

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsive and responsible Bidder, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever measures associated with this type of project that may be necessary for the protection of the public and Belmont staff including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other daily work so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Belmont City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Public Works Director, within thirty (30) days from the date that the Public Works Director issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF BELMONT DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

A. The Public Works Director, subject to paragraph B below, is the City representative. The Public Works Director is authorized to:

- (1) serve as liaison between the City and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the City; and
- (10) issue Notice to Proceed.

B. The Public Works Director is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the **Public Works Director**. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

All bonds must be inclusive of the base bid plus the owner's contingency.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his North Carolina General Contractor's License Number on the bid form.

CONTRACT BONDS (NCDOT Section 103-7 and 103-9)

The successful bidder, within fourteen (14) calendar days after the notice of award is received by him, shall provide the City with a contract payment bond and a contract performance bond each in an amount equal to the amount of the contract plus contingency. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in North Carolina.

The successful bidder's failure to file acceptable bonds within fourteen (14) calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

CONTRACT TIME EXTENSIONS (NCDOT Section 108-10, Contract time: Intermediate Contract Time)

The Contractor's attention is directed to Article 108-10 in the Standard Specifications. Item number (5) of sub-article 108-10 (b) shall be deleted in its entirety.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Belmont"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Belmont Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, retain the original contract, and return one copy of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

EXTRA WORK

Work found necessary or desirable to complete fully the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract.

Extra work shall not be work which in the terms of the specifications and special provisions is incidental to work for which there is a contract price or work for which payment is included in some other contract unit or lump sum price.

Extra work shall be performed in accordance with the specifications and as directed by the Project Manager and/or City Engineer. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the Engineer.

GUARANTEE**Warranty**

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$5,000,000 bodily injury each person, each accident and \$5,000,000 property damage, or \$5,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

LIQUIDATED DAMAGES

Liquidated Damages will be assessed at the rate of **\$250.00** per calendar day for failure to complete the Project within the Contract Period.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates, copy of NC contractor's license, performance and payment bond, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer.

OSHA REQUIREMENTS

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P – Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practical. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

The Contractor shall provide the name of the Contractor's on-site representative who is an OSHA certified person for trenching and shoring and confined space entry.

PERSONAL PROPERTY

All equipment and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the City upon the termination or expiration of this contract, unless expressly stated otherwise.

PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings
5. As-built drawings

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

SUBLETTING

The Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the best interest of the City. The limits can be waived only upon written approval from the Engineer.

TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing City contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

TAX STATEMENT SUBMITTAL

1. All tax statement bodies and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.
2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina tax and Gaston County tax paid.
3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
 - The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
 - Cease operations as directed by the City in the notice,
 - Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
 - Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

TITLE

All goods delivered or provided to the City or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the City at the place of delivery to the City, subject to the City’s right to inspect and accept or reject the goods.

SITE VISIT: Prospective bidders and/or bidder representatives are **ENCOURAGED** to visit the project site and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this Bid Document. Submission of a bid shall constitute sufficient evidence that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Bid Document.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Bid Documents, must be confirmed by written addendum before it can be considered to be a part of the Bid Documents. Bidder bidding otherwise does so at his own risk.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, execution of required Bonds, compliance with insurance requirements, and issuance of any required notice to proceed.

QUESTIONS

Please direct all questions and requests for information no later than 4:00PM, March 21, 2024 by email to ikanburoglu@cityofbelmont.org.

SCHEDULE OF EVENTS

The following schedule has been developed to ensure that vendors have adequate time to prepare and submit responses, and to permit the City of Belmont time to consider the bids presented.

Project Advertisement	3/5/2024
Bid Documents Available	3/5/2024
Pre-Bid Meeting at 10:00 AM	3/15/2024
Questions due by email at 5:00 PM	3/21/2024
Bids due by 2:30 PM	3/26/2024
City Council to Award Contract (TENTATIVE)	TBD
Remaining Schedule to be determined once contract is awarded	

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin once NTP is issued and shall extend eighty (80) calendar days.

PLANS

See Attachment map, **Chronicle St. Parking Lot Project Phase 1.**

ANTICIPATED WORK SCHEDULE & SCHEDULE CONSTRAINTS

The Contractor shall attach a project schedule to the attached contract at the time of bid submission and provide weekly schedules until the completion of the project.

CLEANING UP

Before acceptance of the Project, or as directed by the Project Manager in writing, borrow sources, waste areas, and all ground occupied by the Contractor within the Project limits in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment.

HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the City of Belmont Fire Department for further instructions.

INSPECTIONS

Description: The Contractor shall notify all applicable agencies forty-eight (48) hours prior to construction commencing including but not limited to: Gaston County Building Inspections, City of Belmont (Fire, Utilities, Planning Departments).

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Project Manager. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

PERMITS

Description: The contractor shall comply with all applicable federal, state, and local laws, environmental regulations, and all permit requirements associated with this work scope. The contractor shall ensure that all applicable permits and approvals for all federal, state, and local agencies including but not limited to Building Permits, Zoning Permits, etc. are obtained prior to work commencing on this project. All permits shall be kept on file at the project site.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

All work shall be performed during regular working hours and shall not work on Saturday, Sunday or any legal holiday without the City's written consent given after prior written notice to the City.

USE OF POTABLE WATER FOR PROJECT

The contractor shall provide an estimation of the amount of water that will be needed for said project with their bid documents. However, this water estimation shall not be included in their overall bid of the project. The contractor will be responsible for paying the City of Belmont for any water used during or for construction of the project. Upon agreement with City regarding the necessary amount of water needed the contractor will open a water account with the City of Belmont and only be allowed to obtain water from the fire hydrant located at the Water Treatment Plant. All water bill balances must be paid in full prior to release of final payment and closeout of the project.

PROJECT PROPOSAL SECTION

PROJECT NAME: Chronicle St. Parking Lot Project Phase 1.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, and plans/details/drawings, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place.

The unit price list items are to be considered approximate only and are given as the basis for payment for work beyond the original scope. The City of Belmont may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

For Bids equal to or exceeding \$100,000, the Contractor shall provide with their proposal a surety bond with warrant of attorney to confess judgment, or other satisfactory surety, or certified check drawn on a responsible banking institute, payable to the order of the City of Belmont for five percent (5%) of the total price bid, which deposit shall be forfeited as liquidated damages in case this proposal is accepted and the undersigned shall fail to execute a contract with necessary bond for the performance of said contract with the City of Belmont, under the conditions of the proposal, within fourteen (14) calendar days after the notice of award is received by him, as provided in the standard specifications, otherwise, said deposit is to be returned to the undersigned.

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company

Name: _____

EXECUTION OF BID

A CONTRACT FOR THE CONSTRUCTION OF:

Chronicle St. Parking Lot Project Phase 1.

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder: **Sole Proprietor** **Partnership** **Limited Liability Company**
 Corporation **Joint Venture** (Check appropriate box)

BIDDER #1

BIDDER #2
(If a Joint Venture or Partnership)

Name	_____	_____
Address	_____	_____
	_____	_____
Phone	_____	_____
Fax	_____	_____
Printed Name	_____	_____
Signature	_____	_____
Title	_____	_____
NC General Contractor's License Number	_____	_____
Classification	_____	_____
Limits	_____	_____

Subscribed and sworn before me
this ___ day of _____, 20__

Subscribed and sworn before me
this ___ day of _____, 20__

Signature

Signature

My commission expires _____

My commission expires _____

FORMS

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF _____ COUNTY OF _____

_____, of
(Name) (Title)

_____, being first duly sworn, deposes and says that:
(Contractor)

The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and that he has personal knowledge of all facts set forth herein;

This Affidavit, Release and Waiver of Claim is made concerning the construction of the following;

Project: _____ Project No.: _____

All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

Notwithstanding the foregoing, if the City of Belmont, or property of the City of Belmont, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Belmont harmless for any amount that the City of Belmont is required to pay to discharge such lien or settle such claim and, further, will pay the City of Belmont's expenses, costs, and attorney fees incurred in connection therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Belmont, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the City of Belmont arising in any manner from the construction of the above-described project.

By: _____ Date: _____

Title: _____

Sworn to and subscribed before me this _____ day of

_____, 20_____

Notary Public

My commission expires _____

CONTRACTORS' AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

To: (Owner)

Contract For:

Project Name and Address:

Contract Date:

State of North Carolina
County of

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, for all sub-contractors services and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner of his property might in any way be held responsible.

Exceptions:

Contractor:

Address:

By:

Subscribed and sworn to before me this _____ day of _____. 20____

Notary Public:

My Commission Expires:

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2024, by and between the City of Belmont hereinafter designated as the Owner, and _____ hereinafter designated as the Contractor.

The City of Belmont agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Parking Lot	\$ _____
2.	Concrete Driveway Entrance	\$ _____
3.	Total Base Bid Amount	\$ _____

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for and construct the **Chronicle St. Parking Lot Project Phase 1**.as set forth in the contract documents and to perform all the work called for and described in the Contract Documents dated March 6th, 2024.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Invitation to Bid, Itemized Bid, Standard Provisions, Project Special Provisions, Contract Drawings, Addenda, Insurance certificate, contractor’s license, performance and payment bond, e-verify certification, and all interpretations of addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Belmont

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Seal)

E-VERIFY:

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

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.

Contractor – Print Name

Contractor – Signature

Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

PRE-AUDIT:

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

City of Belmont, NC

Date

**AGREEMENT
(CERTIFICATE OF OWNER’S ATTORNEY)**

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract, the surety bond(s) and the policies or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bonds and insurance coverage are in compliance with the Contract and are adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Date

Owner’s Attorney

