

# **INVITATION FOR BID**

IFB # 231555001

## **2022 STREET RESURFACING**

Hendersonville, NC

City of Hendersonville  
Public Works Department  
305 Williams Street Hendersonville,  
North Carolina 28792  
(828) 697-3084  
[twooten@hvlnc.gov](mailto:twooten@hvlnc.gov)  
FAX: (828) 697-3089

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# INVITATION FOR BIDS

FOR

CITY OF HENDERSONVILLE  
**2022 STREET RESURFACING**  
HENDERSONVILLE, NORTH CAROLINA

## SCOPE OF WORK

2022 Street Resurfacing includes but is not limited to: mobilization, leveling, overlay, and re-striping as it applies to each street. The contractor will be responsible for raising or lowering manholes, water valves, and catch basins as required to match proposed finish grade. The contractor shall be responsible for all State and local permits and Call Before You Dig matters. The contractor will provide all necessary traffic control signs, cones, etc. and provide flagmen as needed. The contractor is also responsible for notifying businesses and residences within each work zone of the construction schedule and of any changes to that schedule.

## BIDS

Bids for this work will be received by:

Tom Wooten., Public Works Director  
City of Hendersonville  
305 Williams Street  
Hendersonville, NC 28792  
Ph: 828-697-3084/ Fax: 828-697-3089

up to **9:00 AM, on Wednesday, August 17, 2022** and immediately thereafter publicly opened and read aloud in the Operations Center Small Conference room located at 305 Williams Street, Hendersonville, NC. No bids will be accepted after this time.

## PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Complete specifications and contract documents may be examined at the following locations:

City of Hendersonville  
City Operations Center  
305 Williams Street  
Hendersonville, NC 28793  
(828) 697-3084

Copies of complete plans, specifications and contract documents may be obtained in person at the following location:

City of Hendersonville  
City Operations Center  
305 Williams Street  
Hendersonville, NC 28793  
(828) 697-3084

## QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification of the plans and specifications must be in writing and mailed, faxed or emailed to Tom Wooten, 305 William St Hendersonville, NC 28793, fax (828) 697-3089, [twooten@hvlnc.gov](mailto:twooten@hvlnc.gov). No verbal answers will be given. Questions and clarifications will be addressed at the pre-bid meeting.

## **Bid Bonds**

All bids must include a bid security in the amount of 5% of their bid. Bid security may be in the form of a bid bond, a cashiers check, certified check or cash.

## **License Requirements**

Contractors are hereby notified that they must have proper license under the NC State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for HIGHWAY CONTRACTOR.

## **SUBMISSION OF BIDS**

Bids shall be made only on the form provided herein with the bid amount properly filled in and all signatures properly executed. Bids shall be submitted in a sealed envelope with the following clearly marked on the outside. A electronic version of the bid on a USB drive shall be included in the packet.

**Bid Proposal: Attn:** Tom Wooten, Public Works  
Director

### **2022 STREET RESURFACING**

*(Bid Date) (Contractor)*

*(License Number)*

**(IFB # 231555001)**

If awarded, the bid will be awarded to the lowest responsible bidder submitting a responsive bid, taking into account quality, performance and time. The successful bidder will be required to enter into the agreement included in the bidding documents. The City reserves the right to reject any or all bids, and to waive minor defects and informalities. Any bid may be rejected for any reason determined by the City Council to be in the best interest of the unit, except for the purposes of evading the public bidding laws.

**A mandatory pre-bid conference will be held on Wednesday August 10, 2022 at 10:00 AM in the Operations Center small conference room located at 305 Williams Street, Hendersonville, NC.**

## GENERAL CONDITIONS

### 1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (name of agency)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

2. Scope of Services. The Contractor agrees to perform for the City the following services according to the following requirements:

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Henderson County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings and Specifications, the City's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the City), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.
4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the City's own forces to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City. **The Contractor will have 60 consecutive calendar days** to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. In consideration of the above services, the City will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without

markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Engineer who will forward them to the Project Architect for Review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Project Architect must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the City shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the City, in whole or in part, the City shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment from the Architect and shall pay all undisputed amounts therein.

- a. **INVOICES FOR PAYMENT.** Not later than the fifth day of the month, the contractor shall submit to the owner a request for payment for work done during the previous month. The request shall be in the form Application for Payment contained in these documents. The contractor shall substantiate the request with invoices of vouchers or payrolls or other evidence. Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Tom Wooten., Public Works Director

City of Hendersonville

305 Williams Street

Hendersonville, NC 28792

Ph: 828-697-3084/ Fax: 828-697-3089

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

- b. The designer with the approval of the Owner may withhold payment for the following reasons:
  - (1) Faulty work not corrected.
  - (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  - (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
  - (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - (5) Claims filed against the Contractor or evidence that a claim will be filed.
  - (6) Evidence that subcontractors have not been paid.
  - (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143 134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.
- c. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO

CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any others communication from Contractor to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
  - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
  - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.
  - c. The Contractor shall assure proper storage, meeting Federal and State regulations, of all potentially toxic and/or harmful chemicals or materials, to prevent possible access to these materials.
  - d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
  - e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
  - f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or

designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
  - h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall be responsible, at the completion of each day's work, to leave the site in a clean workmanlike condition. Additionally, Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation..

14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project at all times.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
  - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
  - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
  - d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.



- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

- 15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
- 16. Entire Agreement. The Contract Documents constitute and represent the complete and entire agreement between the City and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
- 17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the City at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the City and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
- 18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
  - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
  - b. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
- 19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the City. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as

establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the City. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.

20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the City shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
29. General Provisions. The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Architect, and approved by the City.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the City of Hendersonville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and

regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Henderson County.

Guarantee - The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

The Contractor makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the City shall be entitled to consequential and incidental damages.

32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the City in law or equity, the City may procure upon such terms as the City shall deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the City for the default of the Contractor, the City shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.
33. Termination for Convenience. The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The City will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the City for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the City Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the City of Hendersonville Rules Implementing Mediated Settlement Conferences for City of Hendersonville Construction Projects, the “Dispute Resolution Procedure.”

EXHIBIT A  
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. Other Insurance

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

**BID PROPOSAL**

The undersigned hereby proposes to furnish all labor, equipment and materials required and to perform all work for the construction of improvements referred to herein as:

**2022 RESURFACING PROJECT IFB #231555001  
HENDERSONVILLE, NORTH CAROLINA**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

\_\_\_\_\_, and \_\_\_\_\_/100 dollars (\$\_\_\_\_\_)

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, he will execute a Contract with the Owner and provide any bonds or guarantees and certificates of insurance required by the Contract Documents within ten (10) days of the receipt of the Notice of Award.

The undersigned agrees that, if awarded the Contract, he will commence the work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within **60** calendar days thereafter.

The undersigned acknowledges receipt of the following addenda: (Please note: Failure to acknowledge receipt of all addenda will result in the bid being considered as non-responsive and ineligible for consideration.)

Respectfully submitted

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

\_\_\_\_\_

\_\_\_\_\_  
Address

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

Attest to:

\_\_\_\_\_  
Secretary  
(Corporate Seal)

# **2022 STREET RESURFACING**

## **BID SCHEDULE**

**IFB # 231555001**

**\*Note: Manhole and Valve box riser rings will be provided by the city**

<b>BID ITEM</b>	<b>Start &amp; Finish</b>	<b>UNIT</b>	<b>QTY</b>
<b>Balsam Rd</b>	Spartanburg Hwy to Greenville Hwy		
Mill 2.0"		Sq Yd	12500
Overlay 2.0"		Sq Yd	12500
<b>Wildflower Ln</b>	Underhill Rd to Dead End		
Overlay 1.5"		Sq Yd	1433
<b>Shadywood Ln</b>	Balsam Rd to Pineland Rd		
Overlay 1.5"		Sq Yd	1831
<b>Pineland Rd</b>	Underhill Rd to Dead End		
Overlay 1.5"		Sq Yd	1181
<b>Lily Pond Dr</b>	Kanuga Rd to W Allen St		
Mill 2.0"		Sq Yd	2250
Overlay 2.0"		Sq Yd	2250
<b>Armstrong Ave</b>	W Lake to Gravel		
Overlay 1.5"		Sq Yd	4503
Manhole Riser		Each	5
Water Valve		Each	1
<b>W Allen St</b>	W Lake Ave to Whitted St		
Mill 2.0"		Sq Yd	3763
Overlay 2.0"		Sq Yd	3763
<b>Barnwell St</b>	Main St to King St		
Mill 2.0"		Sq Yd	1100
Overlay 2.0"		Sq Yd	1100
<b>Short St</b>	Kanuga Rd to Willow Rd		
Mill 2.0"		Sq Yd	630
Overlay 2.0"		Sq Yd	630
<b>Alley</b>	Short St to White St		
Over Lay 2.0"		Sq Yd	571



**NOTICE OF AWARD**

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: **2022 Resurfacing Project**

The City of Hendersonville has considered the Bid Proposal submitted by you on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the above-described Project in response to its Invitation to Bid and Instructions to Bidders.

You are notified that your Bid Proposal has been accepted in the amount of \_\_\_\_\_  
\_\_\_\_\_. (\_\_\_\_\_).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. Bond forms provided by the City in the bid package must be used.

If you fail to execute said Agreement and to furnish said Bonds with ten (10) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Guaranty. The City will be entitled to such other rights as may be granted by law.

The City reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a written notice of award and in reliance upon the Authority executing the Agreement, you agree to do so solely at your own risk and the City will not incur any liability from your change of position.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ .

City of Hendersonville

OWNER

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

Title: Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by\_\_\_\_\_

\_\_\_\_\_

(Firm)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and (Corporation, Partnership, Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

---

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

---

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Resurfacing Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary) (Surety)

(SEAL)

BY: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_

Address

\_\_\_\_\_

Witness as to Surety

\_\_\_\_\_

(Address)

\_\_\_\_\_

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**IMPORTANT:**

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Hendersonville

---

(Name of Owner)

305 Williams Street, Hendersonville, North Carolina 28792

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

---

(words)

(numbers)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**2022 Street Resurfacing Project**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary (Surety)

\_\_\_\_\_  
Surety

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**IMPORTANT:**

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



**NOTICE TO PROCEED**

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

Project Description: **2022 Resurfacing Project**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and in accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is TBD.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

City of Hendersonville

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

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

Title Public Works Director

\*\*\*\*\*

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_

(Firm)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Hendersonville, party of the first part, hereinafter designated as the owner, and \_\_\_\_\_, party of the second part, hereinafter designated as the Contractor.

**WITNESSETH:** That the parties hereto, for the considerations contained herein, hereby mutually agree as follows:

### **ARTICLE I:**

Under this Agreement and Contract, the Contractor shall construct the project entitled:

#### **2022 Street Resurfacing**

HENDERSONVILLE, NORTH CAROLINA

### **ARTICLE II:**

In consideration of the payments to be made as hereinafter provided, the Contractor agrees, at his 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 named under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Owner made in accordance with this contract.

### **ARTICLE III:**

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, or from any unforeseen obstruction or difficulty encountered in the execution 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.

The Owner shall pay to the contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the attached Bid Proposal. The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

### **ARTICLE IV:**

The following documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract Documents, or Contract: Bid; Agreement; all documents included in the bid package, including but not limited to Special Conditions, specifications for the work, and the general Conditions; Summary of Work and all interpretations of or addenda to the Contract Documents issued by the Owner, or his representative.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

**ARTICLE V:**

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed within 60 calendar days after the date of such notice and with such extensions of time as are provided for in the contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder as ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work described herein in a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and-certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

**ARTICLE VI:**

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 all remedies.

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

This instrument has been pre-audited in the manner required by the local government fiscal control act.

\_\_\_\_\_  
Finance Director

**CITY OF HENDERSONVILLE  
OWNER**

(Seal)

Attest: \_\_\_\_\_

BY: \_\_\_\_\_

Title: Public Works Director

(Seal)

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

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

Contractor

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HENDERSONVILLE

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of

\_\_\_\_\_ (the entity contracting with City hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States

Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. Yes

b. No

4. Employer understands and agrees to ensure compliance with E-Verify by any subcontractors hired by

Employer provided such subcontractors employ 25 or more employees in this State. This \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina City of Hendersonville

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2022.

My Commission Expires:

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

(Affix Official/Notarial Seal)

## North Carolina Contractor's Sales & Use Tax Affidavit

[illegible]

**I certify that the tax paid on the items listed above is true and correct.**

Owner or Authorized Signature Date Notary for the

# State of North Carolina

My Commission Expires: \_\_\_\_\_

## Contractor Purchases

Adequate documentation for contractor purchases is a certified statement from the contractor or subcontractor that purchased the items. The statement must indicate the item purchased, the vendor from whom it was purchased, the invoice number of the purchase, the cost of the item, and the amount of sales and use tax paid. Only items that become part of a building the nonprofit entity owns or leases and uses to conduct its nonprofit activities are eligible for a refund. A contractor may not include in its statement items the contractor purchased and used to fulfill the contract but did not become part of the building constructed. Items such as scaffolding, concrete forms, fuel for the operation of machinery and equipment, tools, equipment repair parts, equipment rentals, and blueprints are not to be included in contractor's statements.

**ATTACH INSURANCE CERTIFICATES**

## CONTRACT CHANGE ORDER

---

Project: **2022 Street Resurfacing**  
HENDERSONVILLE, NORTH CAROLINA

Owner: CITY OF HENDERSONVILLE  
160 6 TH Ave E  
Hendersonville, N.C. 28793

---

To:

Per the North Carolina State Construction Manual the contract is changed as follows:

---

The original **Contract Sum** was \$ \_\_\_\_\_  
The net change by previously authorized Change Orders \$ \_\_\_\_\_  
The **Contract Sum** prior to this Change Order was \$ \_\_\_\_\_  
The **Contract Sum** will be increased by this Change Order in the amount of \$ \_\_\_\_\_ The new  
**Contract Sum** including this Change Order will be \$ \_\_\_\_\_  
The Contract Time will be increased by ( ) Days  
The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_ -

### Purpose of WORK CHANGE ORDER DIRECTIVE:

#### Attachments:

---

Approved By Owner:

BY: \_\_\_\_\_

TITLE: Director, Public Works

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

Receipt Acknowledged By Contractor:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

This change order has been preaudited in that manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_ Finance Director (signature)

**APPLICATION FOR PAYMENT**

APPLICATION #

Date:

Project: **2022 Street Resurfacing**  
HENDERSONVILLE, NORTH CAROLINA

**ENGINEER:** City of Hendersonville, Hendersonville, North Carolina

**CONTRACTOR:**

<b>SUMMARY:</b>	TOTAL WORK COMPLETED TO DATE	\$
	TOTAL MATERIALS STORED ON SITE	\$
	TOTAL EARNED THIS APPLICATION	\$
	LESS PREVIOUS PAYMENTS	\$
	CURRENT PAYMENT DUE	\$

**APPLICATION:**

CONTRACTOR:

_____	_____	_____
Name	Title	Date

**VERIFICATION:**

CONSTRUCTION INSPECTOR: City of Hendersonville

IN ACCORDANCE WITH THE CONTRACT AND THIS APPLICATION FOR PAYMENT, THE CONTRACTOR HAS COMPLETED THE WORK STATED ABOVE AND IS ENTITLED THE FULL PAYMENT IN THE AMOUNT SHOWN.

_____	_____	_____
Name	Title	Date

**APPROVAL:**

OWNER: City of Hendersonville  
THIS APPLICATION IS HEREBY APPROVED FOR PAYMENT:

_____	<u>Director of Public Works,</u>	_____
Name	Title	Date



## SECTION 01500 - SPECIAL CONDITIONS

### 01500.1 LIMITS OF CONSTRUCTION

The Contractor shall confine all operations and personnel to the limits of construction as designated by the City. There shall be no disturbance whatsoever of any areas outside the limits of construction.

### 01500.2 CLEANLINESS

The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.

Immediately upon completion of the work but prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Owner.

### 01500.5 EQUIPMENT AND MATERIAL STORAGE

The Contractor shall plan his activities so that all materials and equipment can be stored within the limits of construction or in areas provided by the Owner.

### 01500.6 CONTROL OF EROSION, SILTATION AND POLLUTION

- A. The Contractor shall take whatever measures necessary to minimize soil erosion and siltation, water and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control.

The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

- B. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, access roads, disposal sites, borrow and material pits, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

### 01500.7 TRAFFIC CONTROL

The Contractor shall provide, erect, and maintain all necessary devices to control traffic and protect the public, the work and workers. All traffic control shall be provided as established in The Manual of Uniform Traffic Control Devices and any and all supplements of the North Carolina Department of Transportation.

In special cases, additional traffic control may be required as directed by the Owner or by the North Carolina Department of Transportation, and a Change Order will be issued.

## SOIL MATERIALS

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

Unsatisfactory soil materials are those defined in AASHTO M145, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7: also peat and other highly organic soils.

## ASPHALT MATERIALS

Bituminous Surface Treatment (BST): Surface treatment consisting of a thin layer of aggregate cemented together with an asphalt (bituminous) material. A single bituminous surface treatment consists of an application of bituminous material on a prepared surface followed immediately by a single layer of cover aggregate. Chip Seal is a commonly used term for the same process. Split seal is a commonly used term that consists of two layers of the bituminous surface treatment.

Asphalt Surface Treatment: Asphalt surface treatment shall be in accordance with Type S 9.5C. Asphalt shall be a NCDOT approved mix and shall be installed to conform to the standard requirements of NCDOT.

Asphalt Surface Thickness: Thickness of asphalt shall be meet the thickness specified after it has been compacted.

## PAVEMENT MARKINGS

Thermoplastic: All pavement markings including traffic control, stop bars, fire lanes, crosswalks, etc. shall be made with reflectorized thermoplastic striping or Polyurea striping with a minimum thickness in accordance with NCDOT Standard Specifications for Roads & Structures. All thermoplastic markings shall be 120 mil thick with the exception of symbols which shall be 90 mil thick.

Polyurea is a type of elastomer that is derived from the reaction product of an isocyanate component and a synthetic resin blend component through step-growth polymerization. ... The prepolymer, or quasi-prepolymer, can be made of an amine-terminated polymer resin, or a hydroxyl-terminated polymer resin.

## CONCRETE MATERIALS

Sidewalks: Sidewalks shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville and shall be constructed using 4000 psi concrete.

Curb and Gutter: Curb and gutter that has been removed shall be reinstalled to the same dimensions as the existing curb and gutter that surrounds it. Curb and gutter shall be constructed of 4000 psi concrete and shall be constructed using the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

Valley Gutter: Valley gutter shall be installed in accordance with the "Standard Specifications and Details for Construction" set forth by the City of Hendersonville. Valley gutter may be used as drive entrances as specified by the City and shall be constructed using 4000 psi concrete.

Drive Aprons: Aprons shall be installed using 4000 psi and in accordance with the Standard Specifications and Details for Construction" set forth by the City of Hendersonville.

#### ADJUSTMENT OF CATCH BASINS. MANHOLES. DROP INLETS. METER BOXES. AND VALVE BOXES

MANHOLES. METER BOXES. AND VALVE BOXES: Shall be adjusted by the contractor and reset to within +/- one quarter inch (1/4") of the finished asphalt grade, and following the crown of the street surface. All adjustments of manholes shall be water tight. Construction requirements shall be in compliance with NCDOT Standard Specifications Section 858-3. Final adjustment may take place before or after finish surface is applied. If adjustment is done after the finish surface has been applied, the pavement shall be neatly cut around the structure only large enough to complete the adjustment. Plant mix of Type S 9.5C shall be used to patch the cut.

Approved manhole and valve box risers may be used when specified by the City.

**For this project, the City will provide riser rings for the contractor to install per manufacture's instructions.**

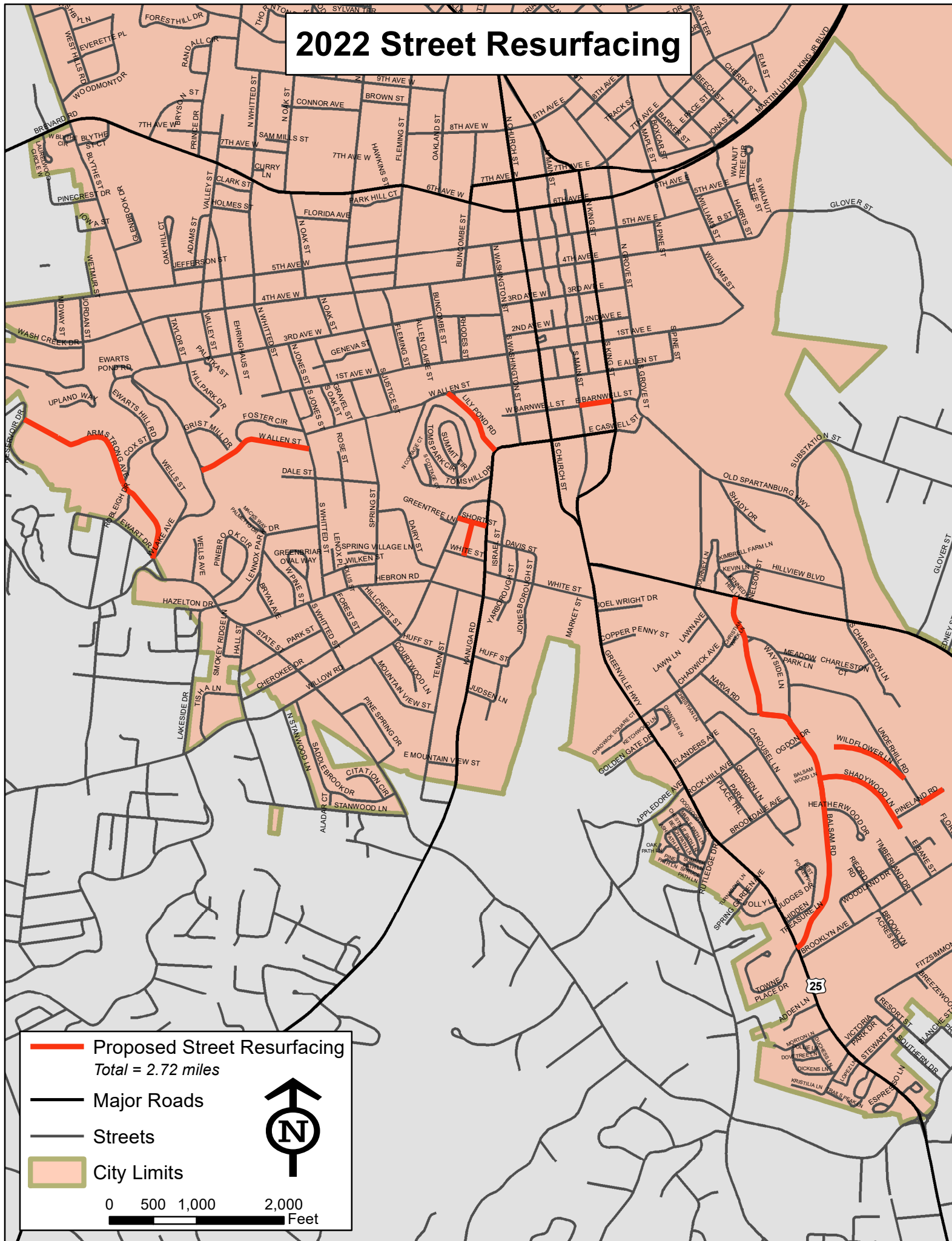
#### GRADING

Finished Grading - Lawn Areas: After the finish-grade has been prepared, available on-site topsoil shall be spread in a uniform manner over areas that require it. Topsoil that is in a frozen or muddy condition shall not be used. If suitable topsoil is not available on-site, the Contractor is responsible for supplying topsoil if it is determined that the existing soil conditions are unsuitable for establishing an acceptable lawn. Reseeding shall be complete using a fescue type seed or blend with straw mulch.

#### MILLING

PROFILE MILLING/EDGE MILLING: Mill 8 to 10 feet out from the curb in a graduated manner from 1.5" at curb line to 0" toward center of street. This will help insure no additional loss of curb reveal while maintaining proper drainage along curb line and from road crown.

## 2022 Street Resurfacing







**AMERICAN HIGHWAY PRODUCTS**  
RAISING AMERICA, ONE INCH AT A TIME

## Installation of our Manhole Riser is a Snap

Our Expandable Manhole Riser, often referred to as Manhole Cover Lifters, Extension Rings, Paving Risers, Repaving Rings, Adjusting Rings or Riser Rings, have an unsurpassed reliability, track record, and performance.

The Manhole Cover Lifters are extremely durable, easy to install and provide a perfect fit in any situation.



**1. Remove the Manhole Cover/Lid.**



**2. Remove all buildup on surfaces the Manhole Riser touches.**



**3. Expand linkage until the Manhole Riser is tight. That's it.**

### **What's so Great about a Pivoted Turnbuckle?**



Our Manhole Adjusting Riser Rings feature a turnbuckle linkage pivoted at each end to provide the ultimate means to expand a manhole riser.

This construction allows efficient application of a screw. A 60 lb. force applied 7" from the center of the pivoted turnbuckle exerts a 5,600 lb. tangential force in the Manhole Adjusting Riser Rings that will be bent to fit the out of round, worn manhole opening.

Thus, the Manhole Adjusting Ring is forced out against the casting along the full circumference with this efficient pivoted turnbuckle mechanism. Thus, the installation resembles a pressed-in bearing. A very reliable, inexpensive means to bring manholes up to a new grade. All thanks to our Manhole Adjusting Riser Rings!

## ADDENDUM #1

### Questions and Answers for the 2022 Resurfacing Project.

1. Are there any Liquidated Damages for this project?

No, the contract specifies a 60 consecutive calendar day completion schedule, but we don't have an amount for liquidated damages.

2. Balsam Road is to be milled. There is a stamped painted crosswalk. Will this have to be reinstalled or can an international crosswalk be installed deleting the stamped painted asphalt crosswalk.

The city is moving away from the painted stamped crosswalks. There will be a standard crosswalk installed by the city. (The city will be handling the line striping, stop bars, and crosswalks as a separate contract or using city staff.)

3. Is the proposed striping to be Polyurea or Thermoplastic?

The city is planning on doing the stop bars and crosswalks in house, the only thing we will contract is long line and it will be Polyurea. The long line and polyurea is not part of the resurfacing contract.

4. Is the existing asphalt curbing on the streets to remain or to be removed and replaced?

Balsam Rd has a long asphalt curb that will remain in place. The contractor shall plan to mill up to the curb then repave. If the contractor damages the curb, the city will cut it out and repair it.

Armstrong Avenue also has a curb that will remain in place. The contractor should plan to pave up to the asphalt curb.

The city will replace any asphalt curbs through driveways, as needed.

5. Assuming the existing asphalt curbing remains in place, are we to profile mill along the asphalt curbing?

No, plan on milling to the depth specified in the bid package.

6. On overlays of street that do not have milling, are we required to mill tie ins to the main streets?

No, plan on tapering the asphalt down to existing grade.

7. Do we have to mill tie ins to driveways?

No, plan on tapering the asphalt down to existing grade.

8. Shadywood Lane and Lily Pond at one time may have had a white stripe along the edges of pavement that is faded out. Do we need to figure a 4" white line stripe along the asphalt road edge where there is no curbing or just the double yellow centerline only?

Neither, the line striping will be completed by the city under a separate contract.

9. Barnwell Street is called to be milled and overlaid. Will the City be disconnecting and replacing the red-light loops that are installed in the asphalt that will be milled and overlaid? Yes, if the loops are damaged, we will repair them. For Barnwell, we will just overlay at the traffic loops. See additional detail sheet for Barnwell.

10. Will there be any catch basins to be raised?

All the catch basins should stay at the current elevation.

11. Will the water valve boxes be raised with the city provided Grade Rings?

Yes. Supplies have been ordered by the city. No ETA yet.

12. Are leveling courses to be included in the overlay quantities?

No, we plan to add a leveling course on the Alley by Short Street (67 sy at 2" thick). See additional detail sheet. Add a line item for the leveling course and a line item for the additional 4 inches of compacted ABC stone.

13. Are there any permits required to be obtained by the contractor for this project?

No

13. On Alley street do we need to add 2" ABC stone base and set it up on the gravel portion before paving? The alley has a gravel base, plan to compact the gravel base, add four inches of compacted ABC stone, add the leveling course (67 sy at 2" thick), then resurface. See additional detail sheet.

14. Do we keep the road width of Alley Street the same as the existing gravel width?

Yes

15. Add three additional water valve riser installations and four additional manhole riser installations for Armstong Avenue.

16. Add one additional manhole riser installation to Barnwell Street.

17. Are we indexing the asphalt cement on the job. There isn't any cement or concrete work included in this project.

Notes: City staff will be laying out the starting and stopping points for the overlays and milling, same as previous years.









2" Overlay 50'

Level & 2" Overlay 40'

4" ABC, 2" Pavement 287'

Short St

Short S

Bruce Interiors  
Temporarily closed

Flat Rock Physical  
Therapy for Pain...

BID ITEM	UNIT	QTY		UNIT COST	EXTENDED COST
<b>Balsam Rd</b>					
(Spartanburg Hwy to Greenville Hwy)					
Mill 2.0"	SY	12500			
Overlay 2.0"	SY	12500			
				Total:	
<b>Wildflower Ln</b>					
(Underhill Rd to Dead End)					
Overlay 1.5"	SY	1433			
				Total:	
<b>Shadywood Ln</b>					
(Balsam Rd to Pineland Rd)					
Overlay 1.5"	SY	1831			
				Total:	
<b>Pineland Rd</b>					
(Underhill Rd to Dead End)					
Overlay 1.5"	SY	1181			
				Total:	
<b>Lily Pond Rd</b>					
(Kanuga Rd to W Allen St)					
Mill 2.0"	SY	2250			
Overlay 2.0"	SY	2250			
				Total:	
<b>Armstrong Ave</b>					
(W Lake to Gravel)					
Overlay 1.5"	SY	4503			
Manhole Riser	EA	9			
Water Valve	EA	4			
				Total:	
<b>W Allen St</b>					
(W Lake Ave to Whitted St)					
Mill 2.0"	SY	3763			
Overlay 2.0"	SY	3763			
				Total:	
<b>E Barnwell St</b>					
(Main St to King St)					
Profile Mill 2.0"- Southern Lane	LF	250			
Overlay 2.0" - Southern Lane & over traffic loops	SY	617			
Overlay 1.5" - Northern Lane	SY	417			

Manhole Riser	EA	1			
				Total:	
<b>Short St</b>					
(Kanuga Rd to Willow Rd)					
Mill 2.0"	SY	630			
Overlay 2.0"	SY	630			
				Total:	
<b>Alley</b>					
(Short St to White St)					
Overlay 2.0"	SY	571			
2" Leveling Course	SY	67			
4" Compacted ABC Stone	SY	434			
				Total:	
				Grand Total:	

Note: The city will provide the Manhole and Valve box risers rings.