

ADVERTISEMENT FOR BIDS
Town of Southern Shores



Street Improvement Project

Project #: 23PAVE

April 4, 2023

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APPENDIX A (Project Standard Construction Specifications)

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Town of Southern Shores Street Improvement Project Year Two

The Town of Southern Shores will receive sealed bids for the following Project:

PROJECT NAME: Southern Shores Street Improvement

Project Year Two

BID DUE DATE & TIME: April 18, 2023 AT 10:00 AM

SCOPE OF WORK: The proposed project is located within the right-of-way or easements on various streets in Southern Shores, NC. The project includes the repair, patching, and/or rehabilitation of the following streets:

STREET NAME	BEGINNING STREET	END DESCRIPTION
Chicahauk Trail	NC12/Duck Road	Crooked Back Loop
Chicahauk Trail	Crooked Back Loop	Trinitie Trail
Circle Drive	Entire Street	Entire Street
1 ST Avenue	Entire Street	Entire Street
Sea Oats Trail	11 th Avenue	Hillcrest Drive
9 th Avenue (West)	Entire Street	Entire Street
Ginguite Trail	Pintail Trail	12 Ginguite Trail
Hickory Trail (Crosswalk and stop bar only)	NC12/Duck Road	NC12/Duck Road

This advertisement will be posted on Town of Southern Shores website.

Interested bidders must obtain an official bid package in order to bid. Contract Documents are available at the following location:

Southern Shores Town Hall
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

One copy of the Contract Documents will also be available for reference at the Town Hall.

A Pre-bid Conference will be held on April 11, 2023 at 10:00 AM in the Council Chambers of the Pitts Center Building, located at 5375 N. Virginia Dare Trail, Southern Shores, North Carolina 27949.

Although attendance is not mandatory, it is strongly encouraged and recommended. At that time the special provisions of the project and method of measurement and payment for the various bid items will be discussed along with other various aspects of the project. Attendees will visit several sites as a group and view the work in the field. Bidders will be encouraged to ask questions. An addendum outlining the items discussed at the Pre-bid Conference will not be issued however, any changes to or clarifications of the project documents that occur as a result of the Pre-bid Conference will be issued as an addendum.

Pursuant to the General Statutes of North Carolina, Section 143-129, separate sealed bids will be received by the TOWN OF SOUTHERN SHORES, North Carolina, in Town Hall Building located at 5375 N. Virginia Dare Trail, Southern Shores, North Carolina 27949, through April 18, 2023 at 10:00 a.m. Immediately thereafter, all bids will be publicly opened and read for the furnishing of all labor, material, equipment, supplies and supervision for the construction of the Street Improvement Projects.

The Town of Southern Shores is an equal opportunity municipality and invites small and minority contractors to bid. No BIDDER may withdraw his bid within 60 days of the date of bid opening without forfeiting the bid bond. The TOWN reserves the right to waive any informality or to reject any or all bids. The BIDDER to whom contract is awarded must comply fully with requirements of G.S. Section 143-129, as amended including a bond in the full amount of the contract to secure the faithful performance of the contract and the payment of all services due for labor and materials.

Bidders must be properly licensed under North Carolina state law to perform the work.

For more project information, contact David Bradley, Town of Southern Shores Public Works Director, at (252) 256-2503 or dbradley@southernshores-nc.gov .

Return sealed bid package to:

Town of Southern Shores
Attn: Cliff Ogburn, Town Manager
5375 N. Virginia Dare Trail
Southern Shores, NC 27949.

The Town of Southern Shores reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

TOWN OF SOUTHERN SHORES
CONTRACT PROPOSAL

PROJECT NUMBER: 23PAVE

COUNTY: DARE

**DESCRIPTION: SOUTHERN SHORES STREET
IMPROVEMENT PROJECT TEAR TWO**

DATE OF ADVERTISEMENT: April 4, 2023

OPTIONAL PRE-BID MEETING: April 11, 2023

BID OPENING: April 18, 2023

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

The undersigned, as BIDDER, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The BIDDER proposes and agrees if this proposal is accepted to contract with the TOWN OF SOUTHERN SHORES, North Carolina, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

Town of Southern Shores – Street Improvement Projects Year Two

In full and in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Town of Southern Shores, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

\$ _____

Unit prices will be used to pay for actual quantities or materials installed or work done and will be used in changes in quantities as authorized by the MANAGER.

The BIDDER hereby proposes and agrees to commence work under this contract on a date to be specified in a written order of the MANAGER and shall fully complete all work thereunder within the time proposed by the BIDDER on the bid proposal from and including said date. For each day in excess of the stated number of days, the CONTRACTOR shall pay the OWNER the sum stated in the General Conditions as liquidated damages.

RETURN BIDS TO: TOWN OF SOUTHERN SHORES

Attention: Cliff Ogburn, Town Manager

Physical Address: 5375 N. Virginia Dare Trail, Southern Shores, North Carolina 27949

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

Respectfully submitted this _____ day of _____, .

Name of Firm or Corporation

By: _____
Witness

By: _____
Title: _____

(Seal if Bid is By a Corporation)

Business Address

License No.

BID FORM

The BIDDER agrees to perform all the contract work described in the specifications and shown on the plans for the following unit prices:

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

<u>Item #</u>	<u>Std. Item. No</u>	<u>Sect</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Total</u>
1	0000100000-N	800	Mobilization	1	LS		
2	0043000000-N	226	Lump Sum Traffic Control**	1	LS		
3	1575000000-E	620	Liquid Asphalt for Plant Mix	140	TON		
4	1519000000-E	610	Asphalt Surface Course - I9.5B – 1.5” - 2” depth	2,505	TON		
5	1297000000-E	607	Milling Asphalt Pavement (2” to 2.5” depth for resurfacing)	21,565	SY		
6			Thermoplastic Striping	24	LF		
7	2845000000-N	858	Adjustment of Meter Boxes or Valve Boxes	1	EA		
8			Thermoplastic Stop Bar	8	EA		
9			Thermoplastic High Visibility Crosswalk	190	LF		
10		545	Incidental Stone Base (ABC)	100	TON		
11	0036000000-E	225	Incidental Undercut Excavation	50	CY		
12	0195000000-E	265	Incidental Select Granular Material	50	CY		
13	0196000000-E	270	Incidental Geotextile for Soil Stabilization	200	SY		
			TOTAL COST OF ALL LINE ITEMS				
			\$				

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified.

***Lump Sum Traffic Control includes all work zone signing (temporary and permanent), flagging, etc. to maintain traffic according to the MUTCD. Also included in this item is all cleanup to finish project i.e. picking up extra asphalt, trash, and debris from project.*

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

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

- 1.** The bid form furnished by **THE TOWN OF SOUTHERN SHORES** with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN AN OPAQUE SEALED ENVELOPE, MARKED "PROPOSAL" AND BEARING THE TITLE OF THE BID NUMBER, THE NAME OF THE BIDDER, AND THE BIDDER'S LICENSE NUMBER, AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE OFFICE OF THE TOWN MANAGER, TOWN HALL BUILDING LOCATED AT 5375 N. VIRGINIA DARE TRAIL, SOUTHERN SHORES, NORTH CAROLINA 27949, BY 10:00 ON April 18, 2023.

12. The sealed bid must display the following statement on the front of the sealed envelope:

“QUOTATION FOR – STREET IMPROVEMENT PROJECTS IN SOUTHERN SHORES TO BE OPENED AT 10:00 A.M. ON APRIL 18, 2023.”

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**TOWN OF SOUTHERN SHORES
Attn: Cliff Ogburn - Town Manager
5375 N. Virginia Dare Trail
Southern Shores, NC 27949**

STANDARD NOTES

- A. NCDOT Standard Specifications— The Town will utilize the *2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, herein referred to as the ‘Standard Specifications’, and the *2018 Roadway Standard Drawings*, shall apply to all portions of this project except as may be modified by this document.
- B. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- C. Contractor Licensing— Non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).
- D. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website.
- E. Liability Insurance — In addition to any insurance requirements as may be required by the UA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.
- F. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.
- G. Retainage by LGAs — The LCA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.
- H. Retainage by Contractors — Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.

- I. Traffic Control—The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD) — FHWA*, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. *Article 102-1 Invitation to Bid, page 1-9*, delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-15*, delete this section in its entirety.
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17*, delete this section in its entirety.
4. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18*, delete lines 16-27.
5. *Subarticle 102-11 Delivery of Bids, pages 1-18-19*, delete lines 31-32.
6. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to “Contract Officer” shall be changed to “Town Manager”.
7. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19*, delete this section in its entirety.
8. *Subarticle 102-13(B)2 Electronic Bids, page 1-19*, delete this section in its entirety.
9. *Subarticle 103-2(B) Electronic Bids, page 1-22*, delete this section in its entirety.
10. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference “G.S.136-28.1” to “G.S.143-129.1”. On page 1-23, in that same subarticle under (5), line 11, modify “State Contract Officer” to “Town Manager”.
11. *Article 103-7 Contract Bonds, page 1-30*, line 5, modify “14” calendar days to “10” calendar days per G.S.143-129.
12. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30*, line 15, modify “14” calendar days to “10” calendar days per G.S.143-129.
13. *Article 105-9 Construction Stakes, Line and Grades, page 1-48*, delete this section in its entirety and substitute the following: “The Municipality will not set the stakes, lines or grades for this project.”
14. *Article 108-2, Progress Schedule, page 1-68*, add the following requirement as subarticle (D) on page 1-69: “The municipality may add additional requirements as noted in the bid proposal”.
15. *Article 108-3, Preconstruction Conference, page 1-69, line 20*, change “Division Engineer” to “Town Manager”.
16. *Article 108-4, Construction Conferences, page 1-69, line 28*, change “Resident Engineer” to “Town Manager”.

PROJECT SPECIAL PROVISIONS
GENERAL

MAINTENANCE OF TRAFFIC:

Unless otherwise approved by the Town Manager, the Contractor shall maintain a minimum of one lane of traffic at all times and will provide driveway access to all dwellings upon demand. Maintenance of traffic will be accomplished in accordance with the *North Carolina Department of Transportation Manual on Uniform Traffic Control Devices*.

CONTRACTOR'S REPRESENTATIVE:

In order to provide for the orderly progression of the project and the consistent quality of work, it is important that the contiguity of the project field representative be maintained. In that regard, the Contractor shall designate and provide one construction superintendent for the project. This one individual shall be the Contractor's field representative for the entire duration of the project unless otherwise specifically approved by the Engineer. Likewise, the Contractor shall designate and provide one paving foreman for all resurfacing work. This one individual shall direct all resurfacing operations for the entire duration of the project unless otherwise specifically approved by the Engineer.

YARD MAINTENANCE:

This work is being accomplished in front of existing dwellings. As such, the Contractor shall take all measures necessary to preserve the existing condition of the yards and lawns. Accordingly, the following restrictions and requirements shall be imposed on the Contractor.

- 1) No equipment, materials, or construction shall be permitted outside the limits of right-of-way or temporary construction easements.
- 2) The Contractor shall take all measures necessary to prohibit damage to existing yard trees.
- 3) The Contractor shall take all measures necessary to minimize damage to any existing yard shrubs and bushes.
- 4) The Contractor shall continually keep all paper, wrappers, bottles, cans, material wastes, and other miscellaneous debris cleaned up.

NOTICE TO PROCEED:

The notice to proceed shall state the date on which it is expected the Contractor may begin the construction and from which date contract time will be charged. The Contractor shall notify the Town Manager at least seven (7) days in advance of the time actual construction will begin. Once work begins, the Contractor is expected to work continuously until completion of the work.

MAINTAINING ACCESS:

The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the continuous movement of traffic.

When the work requires the Contractor to conduct his operations in an area, which disrupts the public access, the work shall be coordinated with the Town Manager at least 48 hours prior to commencement of such work.

The Contractor shall not close an area until so authorized by the Town Manager and until the necessary temporary sign(s) is in place.

WATER SOURCE:

The Contractor will be responsible for obtaining a water source. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

STORAGE OF MATERIALS:

In addition to *Section 106-5* of the *January 2018 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures* the following shall also apply: Private property shall not be used for storage purposes without written permission of the Owner of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property other than areas specifically shown on the plans. Upon request, the Contractor shall furnish the Town Manager a copy of the property owner's permission.

DRUG FREE WORKPLACE:

The Contractor is to provide and maintain a drug free workplace, including certification, in accordance with the Federal Drug Free Workplace Act of 1988(40 CFR Part 32).

MATERIALS SAMPLING AND TESTING:

The Town consulting engineer will select an independent company for materials sampling and testing with a recognized and approved testing laboratory. The expense of such tests shall be borne by the Town unless otherwise specified.

Note: The samples are to be transported by a third-party testing firm to the testing facility.

The Contractor shall coordinate with the Town or its assigns to provide access to and make available all materials necessary to be tested, as may be designated by the Consulting Engineer, in the presence of the Consulting Engineer, unless otherwise provided in the "Special Provisions." The Consulting Engineer may also require field test or tests on materials at the place of manufacture, by representatives of the Testing Laboratory which shall also be at the Town's expense.

NOTICE OF SUBSTANTIAL COMPLETION

Substantial completion and final payment should not be made to the Contractor until a final walk through and final records review with Town staff or their representative has taken place and found acceptable.

Before a Notice of Substantial completion is issued, the Contractor shall submit to the Engineer (or the Owner if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete, unacceptable items, as determined by the Consulting Engineer or the Owner, shall constitute grounds for withholding final Payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items that are required in the Contract Documents:

- A. Test results of project components.
- B. Certification of materials in compliance with contract Documents.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this contract is the issued date of the Notice to Proceed. The completion date for this contract is October 13, 2023. Observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day.

TIME RESTRICTIONS AND LIQUIDATED DAMAGES:

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic during the following time restrictions:

DAY AND TIME RESTRICTIONS

2:00 P.M. on FRIDAY AFTERNOON UNTIL 7:00 A.M. MONDAY MORNING

In addition, the Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy.

Holidays and holiday weekends shall include New Year's, Martin Luther King Jr.'s Birthday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The liquidated damages are Five Hundred Dollars (\$ 500.00) per hour.

NO MAJOR CONTRACT ITEMS:

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 646.25** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **March 1, 2023**.

SUBSURFACE INFORMATION:

There is no subsurface/geotechnical information available on this project. The Contractor shall make his own investigation of subsurface conditions if desired.

TWELVE MONTH GUARANTEE

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to THE TOWN OF SOUTHERN SHORES. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of THE TOWN OF SOUTHERN SHORES, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. THE TOWN OF SOUTHERN SHORES's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. THE TOWN OF SOUTHERN SHORES would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that THE TOWN OF SOUTHERN SHORES would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:

The Contractor's attention is directed to Article 858-3 of the *2018 Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project if necessary.

LUMP SUM PAYMENT FOR TRAFFIC CONTROL:

The Contractor shall maintain traffic on all streets during construction and shall provide, install and maintain all traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer. The Contractor shall also clean up excess asphalt, gravel, trash, debris, etc. from each job location.

The lump sum price bid for traffic control shall include but not be limited to providing Signs (portable, stationary, or barricade), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers, Cones, and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment:

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under: Lump Sun Traffic Control.

STANDARD CONSTRUCTION SPECIFICATIONS

See APPENDIX B for Standard Construction Specifications for this project.

MILLING & PAVING

Paving calls for milling approximately 2" of asphalt and repaving with 2" S9.5B. The process may expose the subbase for this road; therefore, shall be completed as follows:

- Special attention to weather, etc. for the day should be considered prior to starting milling.
- The concern is the subbase should not be exposed to inclement weather which could create issues with the repaving.
- Milling of pavement shall be scheduled for a time that allows for repaving the same day.
- Once milling progresses to the point of that single lane may be repaved, the paving operation shall begin.

MINORITY AND WOMEN BUSINESS ENTERPRISES (MBE & WBE)

The Town invites and encourages participation in this procurement process by minority and women business enterprises in accordance with North Carolina General Statute 143-128.2. Although there are no specific goals for this project, Contractors are encouraged to utilize and shall report all utilization of MBE and DBE subcontractors on this project.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT :	NAME OF BIDDER:
-------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Town of Southern Shores as:

Name of MBE/WBE/DBE Subcontractor _____
 Address _____
 City _____ State _____ Zip _____

Please check all that apply:
 Minority Business Enterprise (MBE) ____
 Women Business Enterprise (WBE) ____
 Disadvantaged Business Enterprise (DBE) ____

The MBE /WBE /DBE status of the above-named subcontractor is certified by the North Carolina Department of Transportation. The above-named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Town of Southern Shores. The above-named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above-named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

 Name of MBE/ WBE/ DBE Subcontractor

 Name of Bidder

 Signature / Title

 Signature / Title

 Date

 Date

LISTING OF DBE SUBCONTRACTORS			Sheet	of
firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from letter of Intent.
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

LISTING OF DBE SUBCONTRACTORS			Sheet	of
firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ _____

Percentage of Total Contract Bid Price _____ %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier On<)', show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% a/Agreed Upon Amount from Letter of Intent.

Contract No. _____

County _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____

Secretary/Assistant Secretary
Select appropriate title

By _____

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (I), (2) and (3) and execute. 3 Joint Venturers Fill in lines (I), (2), (3) and (4) and execute. On Line (I), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line(4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor Vol 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARYSEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of Count
State of
My Commission Expires:

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C. G.S. §133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before met his the

NOTARY SEAL

_____ day of _____ 20

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any Town Employee of any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, us* used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

NOTICE OF AWARD

To: From: Town of Southern Shores (Owner)
5375 N. Virginia Dare Trail
Southern Shores, N.C. 27949

PROJECT: Town of Southern Shores – Street Improvement Projects

Year Two

CONTRACT AMOUNT: \$_____

You are hereby notified the Town of Southern Shores has accepted your Bid dated ____ for the above described project. The Project name must be cited on all Invoices and/or Payment Request.

You are required to execute the formal contract with the Town of Southern Shores and to furnish any required Bonds and Insurance Certificates within fourteen (14) days from the date of delivery of the Notice to you.

If you fail to execute said contract and to furnish any required Bonds and Certificates within ten (10) days from the delivery of this Notice, the Town of Southern Shores will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and to award the work covered by the contract to another contractor, re-advertise the Project, or otherwise dispose thereof as the Town of Southern Shores sees fit.

Dated this ____ day _____, 20____

By: _____
Title: Town Manager
Town of Southern Shores

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

Finance Officer

Distribution: Contractor Mail Fax Finance U Departments

ACCEPTANCE OF AWARD

Receipt of the Notice of Award is hereby acknowledged.

By: _____ Date: _____

Title: _____

FORM OF CONTRACT

THIS AGREEMENT, made the _____ day of _____, 20____ by and between _____ hereinafter called the Party of the First Part and the Town of Southern Shores, North Carolina, hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named, agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein; Advertisement, Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications, Accepted Proposal, Contract, Performance Bond, Payment Bond, Power of Attorney, Workmen's Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates, Approval of Town Attorney and Drawings, entitled:

Prepared by: _____

2. That the Party of the First Part shall commence work to be performed under this Agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within 60 consecutive working days from said date.

The Party of the First Part, as one of the considerations for the awarding of this Contract, has furnished to the Party of the Second Part a construction schedule setting forth planned progress of the work broken down by the various divisions or parts of the work and by calendar days. In the event that the progress of the work is not maintained on schedule by the Party of the First Part, or in the event the work is not completed within the time above specified, the Party of the Second Part may upon fifteen (15) days notice, sent by Registered Mail, to the Party of the First Part and his Surety, declare this Contract in default, and thereupon, such Surety shall promptly take over the said work and complete the performance of this Contract in the manner and within the time above specified, and all funds due or to become due to the Party of the First Part shall be paid to the Surety. In the event the Surety shall fail to take over the work to be done under this Contract within fifteen (15) days after being so notified and notify the Party of the Second Part in writing, sent by Registered Mail, that he is taking the same over and stating that he will diligently pursue and complete the same, the Party of the Second Part shall have the right to let the work remaining to be done to some other Contractor, either by public letting or negotiation, and thereupon, the

Party of the First Part, the Contractor, and the Surety on his Bond shall forthwith pay the Party of the Second Part all increase in cost, or loss and damage which it may sustain on account of such default on the part of the Party of the First Part.

3. The Party of the Second Part hereby agrees to pay the Party of the First Part for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

_____ Dollars ()

Summary of Contract Award:

4. Within 15 days of approval of partial payment request by the Town MANAGER, the Party of the Second Part shall make partial payments to the Party of the First Part on the basis of the duly certified and approved estimate of work performed during the preceding period by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of this Agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance, the Second Party shall deem the Surety or Sureties upon such Bond to be satisfactory, or if, for any reason such Bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional Bond or Bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original Contract.

(Seal)

ATTEST:

Town of Southern Shores
Owner

BY _____
Town Clerk

BY _____
Town Manager

ATTEST:

(Seal)

BY _____
Secretary

Contractor

BY _____
Witness

BY _____

If Contractor is corporation
Secretary should attest. Give
proper title of each person
executing contract.

Title

Address

ACKNOWLEDGEMENT - See Instructions Below

Use the following form for acknowledgement signatures by a

Corporation: NORTH CAROLINA

DARE COUNTY

I, _____, a Notary Public in and for the aforesaid State and County, certify that _____ personally appeared before me this day and acknowledged that he is (Assistant) Secretary of _____

_____ a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by himself as its (Assistant) Secretary.

WITNESS my hand and notarial seal this _____ day of _____, 20_____

Notary Public

My Commission Expires _____

Use the following form for acknowledgement signature by an individual.

NORTH CAROLINA

DARE COUNTY

I, the undersigned Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20_____

Notary Public

My Commission Expires _____

Date of Execution: _____

Name of Principal: (Contractor) _____

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificate

PROCEDURE FOR REPORTING NORTH CAROLINA
SALES TAX EXPENDITURES ON TOWN OF SOUTHERN SHORES
CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2.
 - (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
 - (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
 - (c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The general contractor shall not be required to certify the subcontractor's statements.
 - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under contracts with such institutions, organizations or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

Town of Southern Shores Project Name STREET IMPROVEMENT PROJECTS Year Two

Town of Southern Shores Project No 23PAVE

State of North Carolina

County of Dare

In the State of North Carolina, County of Dare, being duly sworn, deposes and says that they are _____ of _____ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under Town of Southern Shores Street Improvement Project and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20_____

Notary Public

My Commission Expires:

(SEAL)

TOWN OF SOUTHERN SHORES
CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

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

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

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

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

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PERFORMANCE BOND

Affix Seal of surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev. 11-1-12

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR(Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A **FIRM** NAME

SIGNATURE OF CONTRACTOR(Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR(Principal)

Name of Contractor _____
Print or type Individual name

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PERFORMANCE BOND
PARTNERSHIP

SIGNATURE OF CONTRACTOR(Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

Contract No. _____
County _____

TOWN OF SOUTHERN SHORES

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and here to attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No. _____
County _____

CONTRACT PAYMENT BOND

Affix Seal of surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

CONTRACT PAYMENT BOND
CORPORATION

SIGNATURE OF CONTRACTOR(Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PAYMENT BOND
LIMITED LIABILITY COMPANY
SIGNATURE OF CONTRACTOR(Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By: _____

Signature of Member, Manager, Authorized Agent
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A **FIRM** NAME

SIGNATURE OF CONTRACTOR(Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR(Principal)

Name of Contractor _____
Print or type Individual name

Address as prequalified

Signature of Contractor _____
Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PAYMENT BOND
PARTNERSHIP

SIGNATURE OF CONTRACTOR(Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 **Joint Ventures**, Fill in lines (1), (2) and (3) and execute. 3 **Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner' required by Article 102-8 of the *NC DOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (*for 3 Joint Venture only*)

Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

Contract No. _____
County _____

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
TOWN OF SOUTHERN SHORES

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the **TOWN OF SOUTHERN SHORES**;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 20____.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 20____.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

PREAUDIT CERTIFICATE

I, the undersigned, _____, the duly authorized and acting Finance Director of the Town of Southern Shores, do hereby certify as follows:

In accordance with N.C.G.S. § 159-28, this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Any obligation incurred in violation of this subsection is invalid and may not be enforced.

Signed and dated this _____ day of _____, 20_____

Signature

CERTIFICATE OF TOWN'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Town of Southern Shores, do hereby certify as follows:

I have examined the foregoing contract and surety bonds, if required, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed and dated this _____ day of _____, 20_____

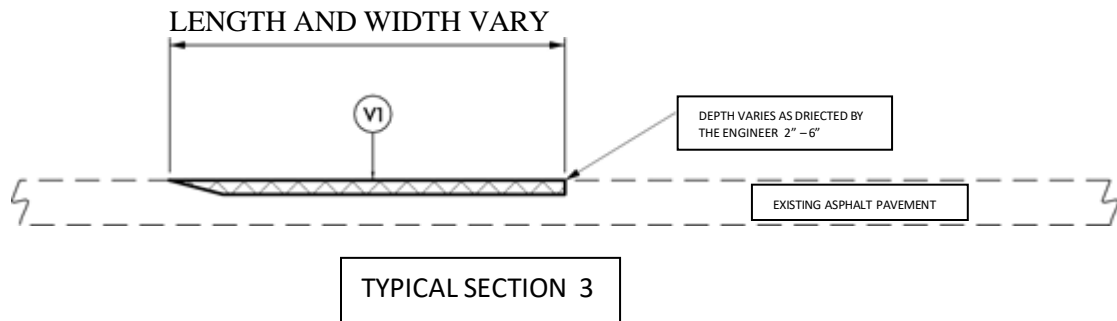
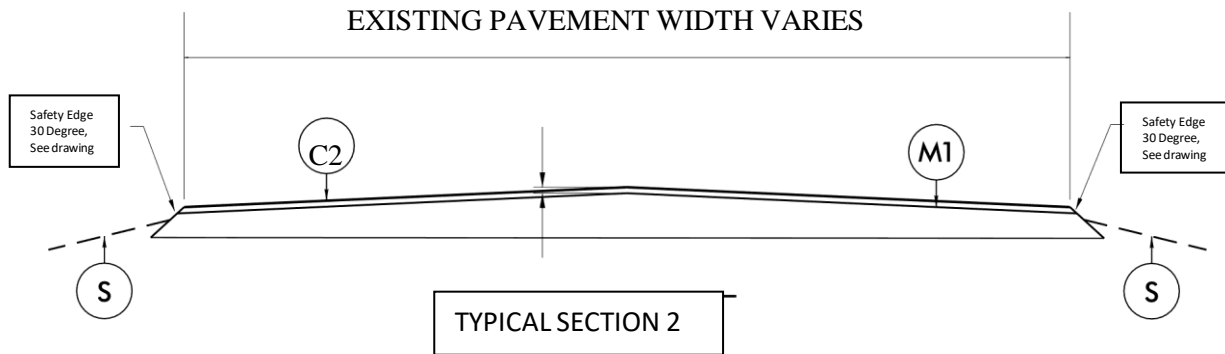
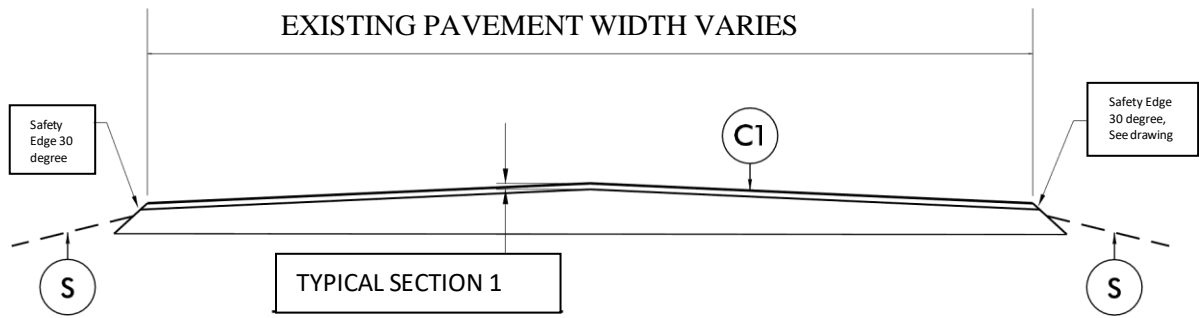
Signature

APPENDIX A

PROJECT STANDARD CONSTRUCTION SPECIFICATIONS

APPENDIX B

PAVEMENT TYPICAL SECTIONS



MILLING FOR PATCHING AND TIE-INS DETAIL

1. MILLING TO BE PERFORMED AS DIRECTED FOR PATCHING
2. MILLING FOR TIE IN ON MAINLINE AND Y-LINE TIE INS AS DIRECTED BY THE ENGINEER

PAVEMENT SCHEDULE	
C1	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, TO BE APPLIED AT AN AVERAGE RATE OF 168 LBS PER SQ. YD.
C2	PROP. APPROX. 2" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5 C, TO BE APPLIED AT AN AVERAGE RATE OF 224 LBS PER SQ. YD.
E	PROP. APPROX. 5 1/2" ASPHALT CONCRETE BASE COURSE, TYPE B25.0B, TO BE APPLIED AT AN AVERAGE RATE OF 627 LBS PER SQ. YD.
V1	MILL ASPHALT PAVEMENT, 1.5" TO 2" DEPTH
S	SHOULDER RECONSTRUCTION (SEE DETAIL)

