



**RFQ: COUNTY OF DAVIE
PROJECT: CAPITAL PAVING – BROCK AND ADMINISTRATION LOTS**

Submit bids to:

Brad Blackwelder, Director
County of Davie General Services
298 E. Depot St.
Mocksville, NC 27028

Bids Due: May 9th, 2023 at 4:00pm

BIDDER NAME: _____

We, the undersigned bidder, have received and carefully examined a complete set of the Bidding Documents and Specifications prepared by the Owner and have visited the job sites to become familiar with all conditions and requirements of the work, and hereby agree to furnish all labor, materials, equipment, insurance, supervision, permits and abide by all local, state and federal codes, laws, rules, regulations and ordinances applicable to perform work described in these specifications.

- 1- To hold this Bid open for up to 30 days after the Date of Receipt of Bids;
- 2- To enter into and execute a Contract with County of Davie (Exhibit A), if awarded, on the basis of this Bid as specified in the Instructions to Bidders and General Conditions;
- 3- To accomplish the Work in accordance with the Contract Documents

BASE BID Item 1 – Brock Parking Lot

Number of Day to Complete: _____

<i>Item</i>	<i>Description</i>	<i>Est. Qty.</i>	<i>Subtotal</i>
a.	Mill Existing Asphalt		
	New 2.5” SF9.5A	86,000 SF	
	Retain all elevations and grade for existing drainage		
	Paint/Stripe Spaces:	172 mix	
	Remove & replace new: Parking Bumpers	14	
Total Item One			\$

BASE BID Item 2 – Administration Parking Lot

Number of Days to Complete: _____

<i>Item</i>	<i>Description</i>	<i>Est. Qty.</i>	<i>Subtotal</i>
b.	Mill Existing Asphalt		
	New 2.5” SF9.5A	8,000 SF	
	Paint/Stripe Spaces:	22 mix	
	Remove and Replace new: Parking Bumpers	15	
Total Item Two			\$

Total Base Bid (Item 1 and Item 2): \$ _____

The County intends to award a single contract to the overall lowest responsible, responsive bidder *based on total price for Items 1-2*, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. The County reserves the right to award a contract in its best interest by selecting those Bid Items that fit within the project budget.

PROPOSAL SIGNATURE PAGE

FAILURE TO COMPLETE AND INCLUDE THE FOLLOWING WITH BID IS CONSIDERED A NON-RESPONSIVE BID AND THE BID MAY NOT BE CONSIDERED:

- _____ Proposal Form with prices written in ink or typed in
 - _____ Signature Form, signed
 - _____ Attended Pre-Bid Meeting
 - _____ Exhibit A: Construction and Repair Project: Contract Completed
-

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work nor will any official or employee of Davie County be admitted to any share or part of this contract should an award be made to the undersigned.

This bid MUST be signed by a representative who is authorized to submit bids on behalf of the company.

DATE

COMPANY NAME (as identified by the office of the Secretary of State of North Carolina)

TELEPHONE NUMBER

AUTHORIZED SIGNATURE (*required*)

EMAIL ADDRESS

PRINTED NAME

N.C. CONTRACTOR'S LICENSE NO.

ADDRESS (P.O. BOX)

CITY, STATE AND ZIPCODE

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the County's award of this contract.

Bidder certifies that:

- a) we are a woman-owned business, or we are not
- b) we are a minority-owned business, or we are not

GENERAL REQUIREMENTS

1. Contractor to supply all labor, materials, equipment, supervision, insurance, and abide by all local, state, and federal laws or codes applicable to the proper installation of asphalt overlaying and repair.
2. **Contractor to provide 5% bid bond and Performance and payment bond of 100% of the contract bid amount**
3. Contractor must be willing to provide a (1) one year warranty covering materials, labor, and any other costs incurred needed to repair or replace the substandard work or materials.
4. Contractor is responsible for the safe delivery, unloading, placement, and storage of materials or equipment on jobsite.
5. Contractor will be responsible for locating all utilities within the work areas both **PUBLIC and PRIVATE.**
6. Contractor will be responsible for the securing of the work area as required by the Project Manager, which may include, temporary fencing and posts, caution tape, cones, or other means. Contractor shall also remove any and all securing devices once they deem the site to be safe and ready to accept traffic.
7. Contractor will be responsible for directing traffic into and out of the work area if contractor or equipment is affecting traffic flow.
8. **Contractor is responsible for site visits to conduct and verify all field measurements for the work being performed.**
9. Contractor is responsible for the removal of all debris, excess material, or other material to be removed from work site. This may include a dumpster rental or other means to dispose of trash or debris and the safe loading of excess material back to the manufacturer or to another location.
10. Contractor will be responsible for any and all damages to county property caused by their equipment or personnel.
11. All work is expected to be completed within the days indicated in your bid after the **Notice To Proceed.** Successful bidder shall be required to meet the schedule needs and requirements of the County of Davie with all planned work scheduled in advance.
12. All work is to be typically scheduled for Monday thru Saturday. Work shall be coordinated with and required to meet the scheduling requirements of the County of Davie
13. Contact, contact the Project Manager or Facilities Manager with any questions. Please refer to details of each job site for individual specifications.

PROJECT SPECIFICATIONS

Project Calendar Window: June 1 – June 30, 2023

Bid Due: May 9th, 2023 AT 4:00PM

Project Description:

- Mill Existing Surface to depth for new
- New Asphalt to be 2.5” of SF 9.5A
- Maintain all elevation and existing storm water drainage
- Paint/Stripe parking spaces
- Item 1: Brock lot – Add new entrance to Poplar St. (Poplar St. will have 2 Entrances when completed)

Pre-Bid: April 19, 2023 at 11:00am (Meet at Item 1 Site first)

Job Location:

Item 1: 161 Poplar St., Mocksville, NC 27028 **Item 2:** 150 South Clement St., Mocksville, NC 27028

Project Management:

The County’s primary project contacts are listed below. Once awarded, the Contractor is instructed to only speak to them or their designated representative regarding the work. Approval of any changes, whether job, specification or schedule, must be authorized by this representative. Likewise, the Contractor shall appoint a job superintendent or project manager as the sole contact for the County.

Brad Blackwelder, 336.753.6060

Item 1 – Brock Parking Lot

Mill Existing and repave: 2.5 inch SF9.5A

- To begin at entrance/exit of main parking lot off (Poplar St.) to end of driveway leading to N. Main St entrance/exit. (1/2 of parking lot must remain in use at all times)
- Total Approximately 86,000 sq ft.
- All areas shall be milled down so that new resurfacing shall be the same level as the existing surface.
- Paint 172 parking spaces including: (9)Handicap parking spaces,(3) Reserved, no parking striping
- 14 New parking bumpers.
- Do not disturb existing Dumpster Enclosures

Item 2 – Administration Parking Lot

Mill Existing and repave: 2.5 inch SF9.5A

- To begin at both entrance/exit of main parking lot off (S. Clement St.)
- Total Approximately 8,000 sq ft.
- All areas shall be milled down so that new resurfacing shall be the same level as the existing surface.
- Paint 22 parking spaces including: (1) Handicap parking space, (14) Reserved, (7) 30 min Parking

- 15 New parking bumpers.
- Do not disturb existing Dumpster Enclosures





COUNTY OF DAVIE
CONSTRUCTION AND REPAIR PROJECT

EXHIBIT A

Capital Paving: Brock and Admin Lots

THIS AGREEMENT, made this _____ day of _____ in the year of _____ for _____ by and between _____ hereinafter called the “Contractor”, and the **County of Davie** hereinafter called the “County”.

WITNESSETH:

Whereas the County has requested the submission of competitive and interested firms to act as a Contractors for Capital Paving FY23, located at the Brock and Admin. and, Whereas, the County, through its awarding authority, has made an award for _____, related to the Project work to the undersigned Contractor and pursuant to the terms of the request this form is to be executed to form and memorialize the contractual relationship between the parties;

Now therefore, the Contractor and the County agree as follows:

1. Description of Service: The Contractor scope of work shall be in accordance with those outlined within the copy that is attached and incorporated for reference as **RFQ:COUNTY OF DAVIE PROJECT: CAPITAL PAVING – BROCK AND ADMINISTRATION LOTS**
2. Fees for Services: The County will compensate the Contractor for Services in the amount of (lump sum) \$ _____ to be invoiced in one lump sum upon satisfactory completion of the services set forth hereinabove.
3. Payment of Services: The County shall pay to the Contractor the invoiced amount within thirty (30) days of the date of the receipt of the invoice, unless there is a dispute as to the amount or the quality of the work performed by the Contractor, in which event payment shall be made within thirty (30) days of the settlement of any dispute.
4. Dispute Resolution Process: The parties agree that any dispute as to the invoiced cost or the quality of the work performed shall first be submitted to mediation under the same rules as the North Carolina Superior Court mediation rules before any civil action is instituted by either party. In the event the matter cannot be resolved at such meditation, any suit shall be brought in the courts of Davie County, North Carolina only. The laws of the State of North Carolina shall govern all elements of this Contract.
5. Reimbursement of Expenses: No Reimbursement of expenses is to be paid by the County, except as to those expenses specifically included in Exhibit A attached herein.
6. Timetable: The Contractor’s Services shall commence on (date): _____ and shall be completed on or before _____.

7. Indemnification: The Contractor shall indemnify and hold harmless the County against any loss or liability which the County may sustain by reason of this Agreement or any liability arising herein, including all attorney's fees associated with any defense thereof.
8. Insurance: The Contractor acknowledges it carries sufficient general liability insurance in the sum of at least two million (\$2,000,000.00) dollars to cover all liability under this Agreement and shall provide proof of same upon the execution of this Agreement to the County.
9. Certifications: The Contractor hereby acknowledges it is in compliance with the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9) and hereby executes the Iran Divestment Act Certification required by N.C.G.S. 143-6A-5(a). Contractor further certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of N.C.G.S. 147-86.80 et.Seq. and that it will not utilize on this Agreement any subcontractors on said list. The Contractor further agrees to comply with the E-Verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
10. Termination: The County may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination, the Contractor shall receive payment for services rendered prior to receipt of the written termination notice. Any work done by the Contractor prior to termination shall become the property of the County.
11. Authorization to Execute: The individuals executing this Agreement on behalf of the parties represent and warrant that they have the full authority to bind the party for whom they are acting to this Contract. In addition, the execution of this Contract on behalf of the County has been duly approved by the appropriate action of the County's Board of County Commissioners.
12. Independent Contractor Status: It is understood and agreed that the Contractor is not an employee of the County and has no authority under this Agreement to enter into or execute contracts which bind the County in any way, but is in fact an independent contractor under the law of the State and shall receive no benefits from the County which an employee of the County would receive. The Contractor further agrees and understands that it is responsible for the payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the contract price paid and received under this agreement.
13. Assignability: This Agreement is non-assignable by the Contractor without the prior written consent of the County, which consent is not contemplated.

14. Severability: This Agreement shall not be void as any result of a provision in the Agreement which may hereafter be declared void and the contract shall survive any such voiding of a single provision of the Agreement.

**STANDARD NORTH CAROLINA LOCAL GOVERNMENT CONTRACTUAL TERMS
& CONDITIONS RIDER**
(the “LGR”) Effective: August 6, 2018

THIS LGR is hereby made and entered into by and between DAVIE COUNTY (the “**County**”) and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “**Contract**”.

WITNESSETH:

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS:

1. **Contract Incorporation:** **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County's acceptance of such Contract, and to the validity and enforceability of said Contract against County by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.
2. **Contractual Conflict & Precedence:** **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
3. **Additional Terms & Conditions:** To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same **shall be reduced in writing and attached to the Contract labeled as "Additional Terms & Conditions" which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider", and shall be separately signed by all parties** concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. **Public Records & Confidentiality:** County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.

2. Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.
4. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
5. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
6. Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.
7. Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.
8. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.
9. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each

fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as “**Total annual compensation hereunder Not to Exceed \$_____without County Manager’s prior written approval**”. This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager which may be given via email.

10. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to County purchasing policies, no obligation of \$500 or more for any goods sold or services rendered to County is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the County Finance Office at 336-753-6022 with any questions or for further information related to this provision.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Davie County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Davie County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Davie County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.

3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.

10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK-SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this agreement on the day and date first above written in fourteen (14) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

Davie County

By: _____
COUNTY (Signature)

By: _____
Contractor (Signature)

Bradley D. Blackwelder, General Services Director _____
(Printed Name and Title) *(Printed Name and Title)*

Owner's Address:

Attn: Brad Blackwelder
Davie County Government
298 E. Depot St.
Mocksville, NC 27028

Contractor's Address:

