



EQUITY DRIVE IMPROVEMENT PROJECT

Smithfield, North Carolina

BIDDING AND CONTRACT DOCUMENTS

June 2020

NORTH EQUITY DRIVE

SOUTH EQUITY DRIVE

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

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BID DOCUMENTS

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

**ADVERTISEMENT FOR BIDS
Equity Drive Improvements
Town of Smithfield, North Carolina
Public Works Department
(Town of Smithfield, Owner)**

Sealed bids will be received by the Town of Smithfield at the Public Works Building located at 231 Hospital Road, Smithfield, North Carolina until and no later than 2:00 PM EST on Thursday, July 16, 2020 for the public concern for Equity Drive Improvements, Town of Smithfield.

The Equity Drive Improvements Project will generally consist of:

- Full Depth Reclamation Street Improvement
- Curb and Gutter (both sides)
- Storm Drainage Improvements
- Sidewalks along the inside of Equity Drive

The project documents will include preliminary engineering plans for the purpose of construction of the Equity Drive Improvements. Any additional design work deemed necessary should be included within the bid price. The Preliminary Engineering Plan and contract documents are open to public inspection at the Town of Smithfield Public Works Building, 231 Hospital Road, Smithfield, NC and at the Town Hall at 350 East Market Street, Smithfield, North Carolina or by contacting Jennifer Aycocock, at 919-934-2116, Ext. 1136.

Each bid must be accompanied by a certified check or bid bond by an acceptable surety company of not less than five (5) percent of the amount of the bid, made payable to the Town of Smithfield, Smithfield, North Carolina, as a bid guarantee.

A Performance and Payment Bond will be required for the successful bidder in the amount of one hundred percent of the contract price, conditioned upon faithful performance of the contract, payment of all person supplying labor or furnishing materials, and payment of all liabilities incurred in connection with the work under this contract.

North Carolina law requires any contract bidding on work in the State that covers over \$30,000 to show evidence that such a firm is licensed under the "Act to Regulate the Practice of General Contracting."

No bid may be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids. The Owner reserves the right to reject any and all bids and any part of a bid and to waive informalities and technicalities in the bidding procedure.

Town of Smithfield
Post Office Box 761
Smithfield, North Carolina 27577

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

INSTRUCTIONS FOR BIDS

BIDS will be received by the OWNER, TOWN OF SMITHFIELD, at the Smithfield Public Works Building located at 231 Hospital Road, Smithfield, NC, 2:00 PM EST, Thursday, July 16, 2020, and then at said office, publicly opened and read.

Each bid must be submitted in a sealed envelope, addressed to Town of Smithfield, Attn: Jennifer Aycock, Purchasing Agent, Town of Smithfield, 350 E. Market St., Smithfield, North Carolina 27577. Each BID must be plainly marked on the outside envelope as BID for construction of **Equity Drive Improvements Project**, and the name, address, and license number of the BIDDER. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the OWNER at the address listed above. Please direct technical questions to Lenny Branch, Public Works Director at 919 934-2580 or 919 934-2596. Each BID document must be submitted in a separate envelope.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled in, in ink, or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

Each BIDDER shall acknowledge receipt of all ADDENDA in the space provided in the BID FORM. The BID FORM and BID FORM BOND must be submitted loose. It is not necessary to submit these documents in the bound specification book. Each BIDDER will be responsible to assume himself that all ADDENDA have been received.

The OWNER reserves the right to reject any and all bids, and may waive any informalities or minor defects.

Any BID may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual AGREEMENT between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding in the quantities of WORK or of the nature of the work to be done.

Each BIDDER shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

The OWNER shall provide to BIDDERS prior to BIDDING all information which is pertinent to, and which delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provision required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

PAYMENT and PERFORMANCE BONDS, each in the amount of 100 percent of the contract price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. PERFORMANCE and PAYMENT BONDS shall be valid for a period of at least one year from the date of acceptance of the completed work on each contract division.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BONDS within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposed shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may, by written notice withdraw his signed AGREEMENT. Such notice of withdraw shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED has not been issued within thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the party of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to right any BID if evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive, responsible BIDDER unless all bids are rejected. The OWNER will award the contract conditioned upon being available. However, the OWNER reserves the right to reject all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The lower BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER or if indicated on the BID FORM.

Time of Completion and Liquidated Damages: The BIDDER must agree to commence work within the time stipulated in the AGREEMENT. Bidders must also agree to pay as liquidated damages the amount set forth in the AGREEMENT. Bidders must agree to pay as liquidated damages the amount set forth in the AGREEMENT for each consecutive calendar day that the work is incomplete after the scheduled date of completion.

Interpretations of Plans and Specifications: No interpretation of the meaning of the plans, specifications, or other documents will be made to any bidder orally prior to the receipt of bids.

Each BIDDER, after having carefully examined the Bidding Documents, and not later than seven (7) calendar days prior to the date for receipts of BIDS, shall make written request to the ENGINEER for interpretation or correction of any ambiguity, inconsistency, or error therein which BIDDER has discovered. The failure on the part of the successful BIDDER to do so shall constitute a waiver of any right to later seek additional compensation for, seek a time extension for, or contest a later interpretation by the ENGINEER resolving such ambiguity, inconsistency, or error.

Any request for such interpretation shall be in writing addressed to Lenny Branch, Public Works Director, Town of Smithfield, NC, 27577. To be given consideration, such request must be received at least seven (7) days prior to the scheduled date for opening bids. Any such interpretation or supplemental instructions will be issued in the form of ADDENDA to the specifications, which will be mailed or faxed to all persons receiving a set of contract documents, not later than three (3) days prior to the date for opening bids. Failure of any bidder to receive such ADDENDA shall not relieve BIDDER of any obligation in the bid as submitted. All ADDENDA so issued shall become part of the contract documents.

Right to Increase or Decrease the Amount of Work: The work comprises approximately the quantities shown in the BID FORM that will be used as a basis for comparison and not for final estimate. The OWNER does not, by expression or by implication, agree that the actual work shall correspond with the estimated quantities. The OWNER reserves the right to increase or decrease the various amounts of work by 25% with no change in unit price.

Notice of Special Conditions: BIDDERS are especially advised to note the provisions of the Contract Documents dealing with the following items:

~ Coverage and limits of insurance

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: _____ Submitted: _____

Address: _____

Phone: _____ Fax: _____

Contractor's License No.: _____

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

The undersigned, as Bidder, hereby declares that the only person or persons, interested in this BID as principal (s) is, or are, named herein; that no other persons have any interest in the Bid or in the Contract to be entered into; that this BID is made without connection with any person, company, or parties making a bid; 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 Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

SCOPE OF WORK: The intent of this bid package is a partial design-build approach. A topographic survey of the project was completed and an engineering schematic design illustrating the new curb and gutter, sidewalk and drainage improvements. The awarded contractor will be responsible for determining the new curb inlet depths and new pipe inverts as a field design. The Full Depth Reclamation (FDR) scope will follow the same specifications used for Venture Drive. The Report was completed by GeoTechnologies, Inc. and is dated October 9, 2014. Refer to Option 2 – Full Depth Reclamation (FDR) under the Recommendations section of the Report. A copy of the GeoTechnologies Report is included as an Attachment to the Bid Package. The bidding contractor is responsible for determining quantities based on a field assessment and the engineering schematic design provided. The bid will be an all-inclusive Lump Sum Bid. Generally, the following represents the Scope of Work:

- Mobilization
- Construction Staking
- Site Grading and Erosion Control
- Install Driveway Entrances – 8” 3500 psi concrete
- Milling and FDR Current Conditions per Venture Drive Specifications
- Asphalt Paving 2.5” I19 Binder and 2” 9.5C Surface
- Concrete Flumes
- Curb Inlets
- RCP Storm Drain Pipe
- 24” Curb and Gutter
- 5-foot Sidewalk – 4” depth, 3000 psi concrete
- Traffic Control

Total Lump Sum Cost: _____

(total lump sum cost – written out)

The lump sum cost hereinbefore shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work called for.

Bidder understands that the Owner reserves the right to reject all bids and to waive any technicalities and formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **thirty (30)** calendar days after scheduled closing time for receiving bids.

Upon receipt of notice of award, bidder will execute the formal contract attached with **ten (10)** days and deliver a Surety Bond or Bonds.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder _____

Doing BUSINESS as a * _____

By _____

Title _____

Address _____

Telephone Number: _____

Attest: _____

(Sealed - if bid is by
a corporation)

(DATE)

* Insert Partnership; Corporation;
or Individual as appropriate.

CONTRACT DOCUMENTS

AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2020, by and between **Town of Smithfield, North Carolina**, hereinafter called the "OWNER" and _____ doing business as (an individual), or (a partnership), or (a corporation) hereinafter call "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
EQUITY DRIVE PROJECT.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **Fourteen (14)** calendar days after the date of the NOTICE TO PROCEED and will complete the same within **seventy-five (75)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the total lump sum of \$ _____, or as shown in the BID FORM.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID FORM
- (D) AGREEMENT
- (E) PAYMENT BOND
- (F) PERFORMANCE BOND
- (G) GENERAL CONDITIONS
- (H) NOTICE OF AWARD / ACCDETANCE OF NOTICE
- (I) NOTICE TO PROCEED
- (J) ATTACHMENTS

A. Preliminary Engineering Design Plan

B. GeoTechnologies, Inc. – Venture Drive Report

(K) ADDENDA:

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (4) copies each of which shall be deemed an original on date first above written.

OWNER:

Town of Smithfield, North Carolina

By: _____

Name: _____

Title: Town Manager

(SEAL)

ATTEST:

Name: _____

(Please type names and titles.)

Title: Town Clerk

CONTRACTOR:

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST:

Name: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

_____ Town of Smithfield, North Carolina _____
(Name of Owner)

_____ 350 E. Market Street, Smithfield, North Carolina 27577 _____
(Address of Owner)

hereinafter called OWNER, in the penal sum of:

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day _____, ____ a copy of which is hereto attached and made a part hereof for the construction of:

_____ EQUITY DRIVE IMPROVEMENTS PROJECT _____

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

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

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

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

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

By: _____ (s)

(Address)

Surety

By: _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

Town of Smithfield, North Carolina
(Name of Owner)

350 E. Market Street, Smithfield, North Carolina 27577
(Address of Owner)

hereinafter called OWNER, in the penal sum of:

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____ a copy of which is hereto attached and made a part hereof for the construction of:

EQUITY DRIVE IMPROVEMENTS PROJECT

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

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

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

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

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

By: _____

(Address)

Surety

By: _____

Attorney-In-Fact

(Address)

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

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

NOTICE OF AWARD

TO:

Project Description: **EQUITY DRIVE IMPROVEMENTS PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____.

You are hereby notified that your BID has been accepted for items in the lump sum amount of:

\$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2020

Town of Smithfield, North Carolina
Owner

By _____

Title: **Public Works Director**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

this the _____ day of _____, _____.

By: _____

Name: _____

Title: _____

Contractor: _____

NOTICE TO PROCEED

TO:

DATE:

PROJECT: **Equity Drive Improvements Project**
Smithfield, North Carolina

You are hereby notified to commence WORK in accordance with our Agreement dated _____, 2020 on or before _____, 2020, and you are to complete the work within **120** consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 2020.

Town of Smithfield, N.C.
Owner
By: _____
Lenny Branch, Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____, 2020.

By: _____

Name: _____

Title: _____

ATTACHMENTS

PRELIMINARY ENGINEERING DESIGN PLAN
GEOTECHNOLOGIES, INC. – VENTURE DRIVE REPORT