

The Gateway to Lake Tillery

**Town of Norwood for Bid (RFB) For Resurfacing Approximately 10,730 Square Yards of Asphalt on Four Different Streets in Town**

The Town of Norwood is seeking qualified contractor(s) to provide Resurfacing of Asphalt Pavement services. See attached maps and specifications. The RFB will be awarded to the lowest responsive and responsible bidder. Upon bid submittal, Contractor agrees to the attached Professional Service standard terms and conditions.

Interested contractors must complete and hand deliver, mail or email (Monday through Friday, 7:00 a.m. – 4:00 p.m.), the Contract Bid Form along with required Affidavit form(s) by **2:00 p.m. on Friday, July 15, 2022 to:**

Scott Howard

Norwood Town Hall

PO Box 697

212 South Main Street

Phone: (704) 474-3416

Email: scott.howard@norwoodgov.com

Contractors are required to complete and return all forms attached to this RFB. Failure to do so may result in the response being deemed nonresponsive.

Any questions concerning this RFB shall be submitted in writing to Scott Howard at the above referenced address or by email scott.howard@norwoodgov.com All questions will be answered by Addenda. The deadline for questions will be July 11, 2022, 2:00 pm

**Requirement for Timely Submittal of Insurance Documentation**

Contractor agrees to furnish the Town with the specified Insurance Certificate(s) and Endorsement in accordance with the contract specifications. Please note that Policy Endorsements naming the Town as an additional insured may not contain government exclusions.

Complete insurance documentation must be provided to the Town within 10 days of being awarded a contract. Contracts will not be executed without correct insurance documentation. Contractors are encouraged to provide their insurance agent with the insurance requirements provided below.

**Insurance Requirements**

1. Unknown Supplier shall maintain insurance policies at all times with minimum limits as follows: Coverage Minimum Limits

Workers Compensation Statutory Limits

Employers’ Liability $500,000 per occurrence

General Liability $1,000,000 per occurrence/$2,000,000 aggregate Professional Liability (if applicable) $1,000,000 per occurrence/$$2,000,000 aggregate Automobile Liability $1,000,000

Property Damage $1,000,000 per occurrence/$2,000,000 aggregate

1. Unknown Supplier shall secure its general liability insurance from an "A" rated insurance company acceptable to the Town and the Town shall be named as an additional insured on the Contractor’s general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the Town.
2. Unknown Supplier shall provide the Town with a Certificate of Liability Insurance and an Additional Insured Endorsement naming the Town of Norwood as an additional insured on its General Liability Policy for review prior to the issuance of any Contract or Purchase Order. This should be an ACORD form 25 (2010/05) or similar..

**Town of Norwood Field Operations Department**

**Specifications for Resurfacing of Designated Spots Four Different Streets with 2 inches of Asphalt**

1. **General**

The Town of Norwood is seeking a qualified Contractor for the purpose of the removing asphalt concrete pavement by milling at multiple locations within close proximity of each other to improve the rideability and cross slope of finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. Contractor shall provide milling machine and operator. Sweeping, hauling, disposal, and traffic control to be provided by the Town.

1. **Equipment**

Use a self-propelled unit capable of removing the existing asphalt pavement to the depths, widths and typical sections directed by the Town. Use milling machines designed and built exclusively for pavement milling operations and with sufficient power, traction and stability to accurately maintain depth of cut and slope. Use milling machines equipped with

an electronic control system that will automatically control the longitudinal profile and cross slope of the milled pavement surface. Accomplish this through the use of a mobile grade reference, an erected string line, joint matching shoe, slope control systems or a combination

of approved methods. Use an erected fixed string line when required. Otherwise, use a mobile grade reference system capable of averaging the existing grade or pavement profile over at least 30 feet. Use either a non-contacting laser or sonar type ski systems with at least 4 referencing stations mounted on the milling machine at a length of at least 24 feet. Coordinate the position of the grade control system such that the grade sensor is at the approximate midpoint of the mobile reference system. Use a machine capable of leaving a uniform surface suitable for handling traffic without damage to the underlying pavement structure. Use a milling machine and other loading equipment capable of loading milled material to be used in other parts of the work without segregation. Provide additional equipment necessary to satisfactorily remove the pavement in the area of manholes, water valves, curb, gutter and other obstructions. Equip the milling equipment with a means of effectively limiting the amount of dust escaping from the removal operation.

1. **Construction**

Mill the existing pavement in a longitudinal direction to specified depth, width, and length. The Contractor will make multiple cuts to achieve the required depth of cut or cross slope required. Establish the longitudinal profile of the milled surface by a mobile string line on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by an automatic cross slope control mechanism or by a second skid sensing device located on the opposite edge of the cut. The Town may waive the requirement for automatic grade and cross slope controls where conditions warrant. Operate the milling equipment so as to prevent damage to the underlying pavement structure, utilities, drainage facilities, curb and gutter, paved surfaces outside the milled area and any other appurtenances. Produce milled pavement surfaces that are reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous grooves or other damage. Provide an end transition on a 4:1 slope to the existing pavement surface at each end of the milled area.

Coordinate the adjustment of manholes, meter boxes and valve boxes with the Town prior to beginning work

1. **Special Provisions**

The Contractor shall indemnify and save harmless the Town of Norwood from all suits, actions, and damages or costs of every name and description to which the Town may be subjected or put to by reason of injury to persons or property resulting from negligence or carelessness on the part of the contractor, his servants, or agents; in the delivery of materials and supplies, equipment and apparatus, and installation thereof or by or on account of any act or omission of the monies due or to become due the contractor under the contract may be considered necessary by the department, shall be retained by the Town until such suits or claims for damages shall have been settled or otherwise disposed of, or satisfactory evidence to that effect furnished to the department.

1. **Method of Payment**

Payment for this contract will be made on a “lump sum” basis. The price and payment for the above shall be full compensation to mill the existing asphalt, including mobilization(s), equipment, fuel, parts and repair, supervision and ground personnel.

**Town of Norwood RFB**

**2022 Contractor Application**

**Business name:**

**Legal Business name:**

**Business address:**

**Primary Contact Person:**

**Primary Contact Phone Number:**

**Email address:**

**How long have you been in business?**

**How many employees do you currently have?**

**Is your business a certified HUB MBE or WBE?**

**Please provide three references that we can contact that you have provided asphalt milling services (include a contact name and phone number)**

**Reference 1:**

**Reference 2:**

**Reference 3:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM** | **SECT** | **DESCRIPTION** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **AMOUNT $** |
| **1** |  | **East Whitley Street**  **Shinn Circle**  **East Andrews Street**  **Central Avenue** | **3,200 Sq Yards**  **3,810 Sq Yards**  **2,300 Yards**  **1,420 Sq Yards** |  |  |  |
| **2** |  |  |  |  |  |  |

**TOTAL AMOUNT BID FOR CONTRACT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:**

**Title:**

**Company:**

**Date:**

Affidavit C1 – **Subcontractor Utilization Commitment**

Name of Prime Contractor: Project Name:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **Subcontractor Name & County\*\*** | **Nature of Work to be Performed** | | **% Utilization** |
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| **(Submit Additional pages, if necessary)** | |

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date Name of Authorized Officer Signature Title State of County of Notary Public My commission expires

SEAL

Affidavit E1 **Statement of Intent to Perform work without Subcontracting**

We, , hereby certify that it is our intent to perform 100% of the work required for the Contract.

(Name of Project & Contract Number) In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the Town of Norwood and institute good faith eff

Accompanying this certification, the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

Date Name of Authorized Officer Signature Title State of County of

Notary Public My commission expires

SEAL

**“ATTACHMENT A” PROFESSIONAL SERVICES AGREEMENT**

**TOWN OF NORWOOD**

**FIELD OPERATIONS DEPARTMENT**

**Town of Norwood PO Box 3136**

**Greensboro, NC 27402-3136**

**CONTRACTED VENDOR CORPORATION**

**Unknown Supplier**

**300 West Washington Street Greensboro, NC 27402** [**kim.welborn@greensboro-nc.gov**](mailto:kim.welborn@greensboro-nc.gov)

**CONTRACT INFORMATION**

**Contract Number: 2019 -** XXXX

**Award Amount: $0.00**

**Contract Description: XYZ Services**

**Initial Contract Term: Month Day Year - Month Day Year**

This contract is made and entered into on the date signed by and between the **Town of Norwood**, a municipal corporation of the State of North Carolina (herein referred to as the **TOWN**) and **Unknown Supplier**, herein referred to as **Unknown Supplier, a CORPORATION** with offices located as written above.

**WITNESSETH:**

The Town’s **FIELD OPERATIONS DEPARTMENT** has requested responses from qualified firms to provide services for Insert Location; and

Whereas, **UNKNOWN SUPPLIER** has demonstrated prior experience and performance in providing such services and has submitted a response to provide such services in accordance with the following exhibits and attachments, which are attached hereto and incorporated herein:

Exhibit 1: **Unknown Supplier**’s Submitted Response (Statement of Qualifications, Quotes, Proposal, Information, etc. and related attachments including Town issued solicitations)

Attachment A: **Unknown Supplier**’s Submitted Fee Schedule

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

**SERVICES RENDERED**

In consideration of the monetary payment hereinafter described, **Unknown Supplier** will provide services at said location. Such services shall be performed and charged for in accordance with the attached Exhibit 1 and Attachment A.

**Unknown Supplier** and Town mutually agree to the following:

1. **AGREEMENT SPECIFICATIONS**

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| a) | **Specific Duties and Responsibilities**  Unknown Supplier shall fulfill the duties and responsibilities of this agreement as specified and in accordance with the attached Exhibit 1, including scope of work, solicitation, if any, and proposal submitted; plus Attachment A, Fee Schedule. |
| b) | **Work Schedule**  Work shall be delivered in accordance with the documentation attached in Exhibit 1 and Schedule A, defined above. |
| c) | **Term**  Contract term shall be from start and end dates listed above. |
| d) | **Compensation**  Compensation for services herein shall be provided in accordance with Attachment A, Fee Schedule. Total compensation for services described in Exhibit 1 and Attachment A shall not exceed the amount written above. Bills for fees or other compensation for Service or expenses shall be submitted to the Town in detail sufficient for a proper pre-audit and post-audit thereof. |

1. **BILLING AND PAYMENT**

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| a) | **Payment**  Payment shall generally be made by the Town within 30 calendar days of receipt of a complete and accurate invoice unless Unknown Supplier is otherwise notified. |
| b) | **Disputed Items**  If any items in any invoices submitted by the Service Provider are disputed by the Town for any reason, including the lack of supporting documentation, Town shall temporarily delete the items and shall promptly notify the Contractor of dispute and request clarification and/or remedial action. After the dispute has been settled, the Service Provider shall include the disputed item on a subsequent regularly scheduled |

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|  | invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period. |
| c) | **Submittal of Invoices**  In performance of the duties and responsibilities, and the scope of work as defined in this agreement, invoices for payment of services shall be based on fees as provided for in Attachment A, Fee Schedule. Payment requests shall be regularly submitted, not more often than monthly, and minimally on a quarterly basis, within fifteen (15) days of the end of each billing period. Invoices will be based on 100% of the work completed during the preceding billing period. |
| d) | **Receipts Required**  Where invoices are based in part on reimbursable expenses, Unknown Supplier shall collect and maintain receipts for said expenses and shall make the receipts available to the Town, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes. |
| e) | **Non-Appropriation**  In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro Town Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non- appropriation occurs the contract shall become void. |

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1. **SUBCONTRACTING REQUIREMENTS**

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|  | **Assignment to Subcontractors**  In the event that subcontracting is allowed by the Town, Unknown Supplier shall ensure that steps are taken in accordance with the Town's M/WBE Program to assure equal opportunity to subcontractors. |

1. **CHANGES TO AGREEMENT**

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| a) | **Amendment**  Prior to the performance of any work not detailed by the Fee Schedule as defined in Attachment A, the Town and Unknown Supplier will establish a fair market rate for the performance of such services prior to the performance of such services. This Agreement will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Agreement. |
| b) | **Severance**  Should any part of this Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable. |
| c) | **Termination for Convenience**  The Town, in its sole discretion, may terminate this Agreement in whole or in part whenever the Town determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Unknown Supplier of a written notice of termination 30 days prior to the effective date. In the event of such termination, the Town shall compensate Unknown Supplier in full for completed work as specified in Exhibit 1 and Attachment A and any other eligible expenses incurred prior to the delivery of the written notice of termination. |
| d) | **Failure to Comply with Terms of Contract**  Should Unknown Supplier fail to comply with the terms of this contract, Unknown Supplier, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Unknown Supplier fail to remedy the default, the contract shall be terminated immediately upon the expiration of the remedial period. |
| e) | **Assignability**  Unknown Supplier shall not assign or transfer any interest in this Contract without the prior written approval of the Town. |

5. **STANDARD PROVISIONS**

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| a) | **Relationship**  The Parties in this contract agree that Unknown Supplier is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Unknown Supplier is not an employee of the Town of Norwood, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. | |
| b) | **Supervision and Inspection**  In the performance of the work contemplated in this agreement, Unknown Supplier is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the Town (which shall not be unreasonably withheld) and shall be subject to Town's general rights of inspection and direction to secure the satisfactory completion thereof. | |
| c) | **Payment of Taxes**  Unknown Supplier assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, Unknown Supplier agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract. | |
| d) | **Interest of Contracted Company**  Unknown Supplier covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Unknown Supplier further covenants that in the performance of this Agreement no person having any such interest shall be employed. | |
| e) | **Interest of Town and Other Officials**  No person listed below may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter:   1. Who is an employee, an agent, a consultant, an officer, or elected or appointed official of the Town of Norwood or any designated public agency, or sub recipients and; 2. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or   Who is in a position to participate in a decision making process or gain inside information with regard to such activities. |
| f) | **Maintain and Provide Required Legal Documents**  Unknown Supplier agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the Town.    Evidence of Insurance, license and certification requirements shall be provided to the Town's Centralized Contracting Division upon contract award and subsequently made available to the Town for inspection at any time |
| g) | **Governing Law**  This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina. |
| h) | **Compliance with Applicable Law**  Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. Town and Unknown Supplier agree to accept the remaining terms and conditions. |
| i) | **Indemnification**  Unknown Supplier does hereby agree to indemnify and save harmless the Town of Norwood, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise from the sole negligence of Unknown Supplier's agents or employees performing, or as a result of work performed pursuant to this agreement. |
| j) | **Confidentiality**  The Recipient, Town, will not disclose to any third party, or make any use of the Discloser's, Unknown Supplier's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The Town's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-  1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.  Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the  records requested pursuant to the North Carolina Public Records Act. |

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|  | k) **E-Verify**  Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.   |  | | --- | | l) **Iran Divestment Act Certification**  As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 147-86.55 *et. seq.* and that the Contractor will not utilize any subcontractor found on the State Treasurer’s Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.  m) **Divestment from Companies Boycotting Israel Certification**  As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer’s Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification | | **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**  a) **Insurance Requirements**  Unknown Supplier agrees to maintain all insurance requirements as required by law and shall furnish insurance certificate upon request of the Town. | | **CONTRACT CONTACTS**  a) **Contract Manager (Vendor)**  "The Contract Manager for this project is:  NAME:  ADDRESS:  TOWN, STATE, ZIP CODE PHONE:  EMAIL | |

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| b) | **Contract Project Manager (Town)**  All inquiries regarding the duties and requirements of performance under this contract, including payment inquiries, shall be directed to:  PROJECT MANAGER NAME: ADDRESS  TOWN, STATE, ZIP CODE PHONE  EMAIL |
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8.

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|  | **Scope of Agreement**  This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever,  except by written instrument signed by the parties. |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written above.

Company Name

Title

Name

Signature

**TOWN OF NORWOOD**

Department Head Recommendation/Authorization:

Signature Title

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

Finance Officer: Signature Title

Authorized:

Town Manager’s Office: \_

Signature Title

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| --- | --- |
| Attested: |  |
| Town Clerk’s Office: |  |
| Signature | Title |

Town Clerk’s Stamp: