



**SPECIFICATIONS
AND BID DOCUMENTS**

FOR

**CITY OF GRAHAM
SESQUICENTENNIAL PARK
PROJECT**

OWNER: CITY OF GRAHAM
Graham, North Carolina

SUBMITTAL DUE DATE & TIME:
APRIL 25, 2025, AT 4:00 PM

PRE-BID MEETING AT CITY HALL APRIL 16, 2025 AT 2:00 PM

BID OPENING APRIL 28, 2025 AT CITY HALL AT 2:00 PM

Submit to:

City of Graham
Attn: Aaron Holland, Assistant City Manager
PO Drawer 357
201 S. Main St.
Graham NC, 27253

Electronic submittals: aholland@cityofgraham.com

City Manager – Megan Garner
Assistant City Manager – Aaron Holland
Public Works Director – Burke Robertson

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INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract and Testing Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work. City to conduct pre-bid meeting at Graham City Hall on April 16th, 2025. (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Public Works Director of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.
2. EASEMENTS. All work shall be completed within existing rights-of-way. All additional lands and access thereto required for temporary construction ingress and egress or storage of materials and equipment are to be provided by Contractor.
3. BIDDER'S REPRESENTATION. The submission of a Bid will constitute an incontrovertible representation by Bidder that the Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
4. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Public Works Director in writing. Interpretations or clarifications considered necessary by Public Works Director in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by Public Works Director as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
5. FORM OF PROPOSAL. Bidders will be provided with a Form of Proposal/Bid Form in pdf format to submit their Bid on. The Form of Proposal/Bid Form will be a lump sum bid for all work shown on the Construction Drawing and Bid Documents. A pdf version of the form is required to be submitted to the Public Works Director.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officers accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

Bid form includes 5 alternate bid items, which owner may or may not incorporate into a contract.

The Bid shall acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

6. BID SECURITY AND BONDS. Bid Security, Performance and Payment Bonds are **Not Required** for this project.
7. OPENING OF BIDS. Bids are considered informal and Public Works Director will open bids after the bid opening time. Public Works Director reserves the right to delay opening of bids if less than 3 bids are submitted and retain bids until 3 bids are received or if Owner is willing to accept only 1 bid.

Public Works Director will provide a Bid Tab or copies of bids upon request.

8. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Public Works Director, including selection or rejection of either or all 5 alternates, indicates to the Owner that the award will be in the best interests of Owner. No Bidder may withdraw his bid within 60 days after the actual date of the opening.

Low Bidder will be required to execute a Construction Contract included in the Bid Documents and will be required to provide the City with a Certificate of Insurance in accordance with the Insurance Requirements hereafter described in Paragraph 10.

9. SALES AND USE TAX. Contractor will be required to report all sales tax for all materials incorporated into the project. A Sales Tax Report Form (form to be approved by Public Works Director) shall be submitted with all Applications for Payments (form to be approved by Public Works Director). Failure to not provide sales tax report will be justification for not processing Application for Payment.

10. LIABILITY INSURANCE REQUIREMENTS.

The successful bidder shall be responsible for obtaining and maintaining adequate liability insurance to completely and fully protect City of Graham against all claims and actions arising out of any and all property damages or personal injury or death as shown in table below. The Contractor shall furnish proof of this liability insurance to be attached to the executed copies of the contract.

INSURANCE REQUIREMENTS		
LIMITS OF LIABILITY IN THOUSANDS (000)		
	EACH OCCURRENCE	AGGREGATE
<u>GENERAL LIABILITY:</u> Bodily Injury and Property Damage Combined Single Limit	\$1,000	\$3,000
<u>AUTOMOBILE LIABILITY:</u> Bodily Injury and Property Damage Combined Single Limit	\$1,000	
<u>EXCESS LIABILITY:</u>	\$5,000	\$5,000
<u>WORKERS COMPENSATION:</u>	Statutory limits as required by law. \$500,000 Employers Liability Limit	
<u>SPECIAL HAZARD:</u>	Blasting (as required) Explosion & Collapse (as required) Underground Hazard (as required) Contractual Broad Form Property Damage Personal Injury Products/Completed Operations	
NOTES	CITY OF GRAHAM MUST BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CONTRACTOR'S POLICY. A Blanket Waiver of Subrogation shall apply in favor of the City of Graham and all additional insured as required by contract for Workers Compensation and General Liability. WRITTEN NOTICE OF CANCELLATION MUST BE 30 DAYS AND STATED ON THE CERTIFICATE OF INSURANCE.	

11. SUBMISSION OF BIDS. Bids shall be submitted at the time and place indicated in the Bid Form/Proposal, or the modified time and place indicated by Addendum. Bids may be submitted Graham City Hall via hand delivery or mailed as follows:

A. Hand Delivery or by Carrier to 201 S Main St., Graham, NC 27253.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed with the notation "City of Graham – Sesquicentennial Park Demolition BID ENCLOSED" on the face of it.

Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

END OF SECTION

SESQUICENTENNIAL PARK DEMOLITION PROJECT SPECIAL PROVISIONS

GENERAL

The City of Graham Standard Specifications and Detail Drawings shall apply to this Contract. Where specifications are not covered by the City specifications, the 2024 edition of the North Carolina Department of Transportation (NCDOT) *Standard Specifications for Roads and Structures* shall be used for this project except as modified by the following Project Special Provisions. In addition, the applicable NCDOT 2024 *Roadway Standard Drawings* and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD) shall be complied with during this contract.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is estimated to be late April to early May 2025.

The completion date for this contract is 90 calendar days after the Notice to Proceed is issued.

The liquidated damages for this contract will be **Three Hundred Dollars (\$300.00)** per calendar day.

After award of the project, the Contractor shall notify the Engineer to schedule a preconstruction conference and notify of his expected date for beginning work.

COORDINATION

Work for Project will be at the Northwest corner of Main St. and Elm St. and as shown on the plans. All work shall be coordinated with the City of Graham Public Works Department. Contractor shall maintain ingress and egress all shops located around the park and should maintain adequate traffic control for safety of all vehicles and pedestrians in the area of work.

All weekend and Holiday work shall be approved by the City and based on Construction Inspection availability. In addition, Owner reserves the right to restrict work activities which conflicts with any City-wide function.

No direct payment will be made for the work required for coordination with the City.

SAFETY AND ACCIDENT PROTECTION

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

All Contractors' personnel, all subcontractors' personnel, and any material supplier's personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours' notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all change orders, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

SCOPE OF WORK

The Scope of Work for this project consists of demoing the existing sesquicentennial park at the Northeast corner at the intersection of Main St. and Elm St. The contractor shall grade the site to the grades of the existing surrounding sidewalk, sloping ground at a minimum slope of 12:1 towards the roadway as for existing land to not retain water. All landscaping, structures, and brickwork is to be removed and is to be replaced with dirt, seeded and strawed.

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation.

Seeding Schedule: Contractor shall uniformly mix and apply 25 lbs of Reliant Hard Fescue, 100 lbs of Alta or Kentucky 31 Tall Fescue, 25 lbs of Kenblue Kentucky Bluegrass, 1,000 lbs of 5-10-10 fertilizer and 4,000 lbs of limestone for each acre of area to be seeded and mulched. Mulch shall be applied at a rate of 1.5 bales per 1,000 sq. ft. All seeded areas shall have erosion control blankets placed over areas to minimize erosion and assist with vegetation establishment.

Contractor shall maintain erosion control measures in accordance with industry standards, NCDOT requirements and/or manufacturer's recommendations. Contractor shall inspect and maintain all erosion control devices after every rainfall producing event of 0.5" or greater and remove all sediment from devices as determined necessary by the Engineer.

BASE BID

The following work is to be included in the base bid lump sum bid:

1. Removal of all existing landscaping, structures, and brickwork saving all memorial bricks, benches, clock and Pergola. Items are to be transported to Public Works for storage.
2. Grading of the site to provide drainage.
3. Seeding and strawing to prevent erosion and provide a finished grassed surface.

ALTERNATE BID NO. 1

The following work is to be included in Alternate Bid No. 1:

1. Excavate debris and unsuitable soil to as directed by soils engineer and properly disposed. Payment by measured cubic yard, include 200 cu. yd. in base bid.
2. Backfill with suitable soil and grade site to provide drainage. Payment by measured cubic yard, include 200 cu. yd. in base bid.
3. City to provide soil testing.

ALTERNATE BID NO. 2

The following work is to be included in Alternate Bid No. 2:

1. Rebuild Park per original plans minus bell tower reusing all bricks, benches, clock and pergola to greatest extent possible. All replacement materials to be provided.
2. Memorial bricks to be placed in original position.
3. Use new brick pavers for area where bell tower was removed.
4. Electrical to be reinstalled and low voltage lighting to be replaced with LED.
5. Reinstall irrigation system.
6. Backfill planters to 1 foot below top of beds with fill dirt.
7. Surveying/staking to be provided by Contractor.
8. City to provide soil testing.

ALTERNATE BID NO. 3

The following work is to be included in Alternate Bid No. 3:

1. Rebuild Park per original plans minus bell tower reusing only brick pavers, benches, clock and pergola. All other materials to new and provided.
2. Memorial bricks to be placed in original position.
3. Use new brick pavers for area where bell tower was removed.
4. Electrical to be reinstalled and low voltage lighting to be replaced with LED.
5. Reinstall irrigation system.
6. Backfill planters to 1 foot below top of beds with fill dirt.
7. Surveying/staking to be provided by Contractor.
8. City to provide soil testing.

ALTERNATE BID NO. 4

The following work is to be included in Alternate Bid No. 4:

1. Refinish Pergola. Sandblast prime and paint to original color with Pro-Industrial Pro-CRYL Primer and Pro-Industrial Water-based Alkyd Urethane Paint or equivalent.

ALTERNATE BID NO. 5

The following work is to be included in Alternate Bid No. 5:

1. Rebuild Park per original plans minus bell tower reusing only brick pavers, benches, clock and pergola on a pre-graded site at another location.
2. Memorial bricks to be placed in original position.
3. Use new brick pavers for area where bell tower was removed.
4. Electrical to be reinstalled and low voltage lighting to be replaced with LED.
5. Reinstall irrigation system.
6. Backfill planters to 1 foot below top of beds with fill dirt.
7. Surveying/staking to be provided by Contractor.
8. City to provide soil testing.

END OF SECTION

PROPOSAL FORM

Project: Sesquicentennial Park Demolition
Owner: City of Graham
Bid Date: Monday, April 28 @ 2:00 PM
Bid Location: City of Graham City Hall
Proposal To: City of Graham Public Works Department
201 S Main Street
Graham, NC 27253

FROM:

Name of Bidder

The undersigned, as bidder, hereby 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 Drawings and Specifications for the work and all Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of the 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 Owner in the form of contract specified, to furnish all necessary equipment, materials, machinery, tools, apparatus, services, means of transportation and labor necessary to complete the work in full and complete accordance with the Drawings, Specifications, and Contract Documents, and to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the sum of:

BASE BID:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

ALTERNATE BID NO. 1:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

ALTERNATE BID NO. 2:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

ALTERNATE BID NO. 3:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

ALTERNATE BID NO. 4:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

ALTERNATE BID NO. 5:

_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

The Bidder further proposes and hereby agrees to commence work under this Contract on a date specified in the Project Special Provisions and in accordance written order from Engineer and shall substantially complete all work within 90 calendar days subject to the liquidated damages provisions of the Project Special Provisions.

The following Addenda were received:

Addendum No. ____ Date ____ Addendum No. ____ Date ____

Addendum No. ____ Date ____ Addendum No. ____ Date ____

If notified of the acceptance of the Proposal, the undersigned agrees to execute a Contract for the work in the form of Construction Contract and a Certificate of Insurance including naming the City of Graham as Additional Insured and provide a waiver of subrogation in favor of the City of Graham within 5 business days..

Respectfully submitted this _____ day of _____, 2025.

(Name of firm or corporation making bid)

By _____ (Signature and Title)

Address _____ Zip Code _____

License Number _____ Tele. No. _____ Fax No. _____

Email address: _____

CORPORATE SEAL

CONSTRUCTION CONTRACT

THIS AGREEMENT, made the _____ day of _____ in the year _____ by and between _____, the Party of the First Part, hereinafter called the CONTRACTOR, and the City of Graham, the Party of the Second Part, hereinafter called the OWNER.

WITNESSETH:

That for and in consideration of the payments and agreements to be made and performed by the OWNER, the CONTRACTOR at its own proper cost and expense and with skill and diligence, will construct and complete all work included in a Construction Contract for the construction of:

City of Graham – Sesquicentennial Park Demolition
Contract Amount of _____

In accordance with Contract Documents, and in full compliance with this Agreement the CONTRACTOR agrees to receive the prices stated in the Proposal attached to be full compensation for furnishing all labor, materials and equipment necessary to execute all the work contemplated in this Construction Contract.

The work on the site is to be commenced when directed by the PUBLIC WORKS DIRECTOR, and to be diligently prosecuted to completion within **90 calendar days**.

It is agreed by and between both parties to this Construction Contract that the PUBLIC WORKS DIRECTOR shall in all cases determine the quantity of the several kinds of work and materials which are to be paid for under this Construction Contract, and he shall determine all questions in relation to lines, levels and dimensions of the work and as to the interpretation of the plans and specifications. Payment shall be made in accordance with provisions as outlined in the Proposal.

The Contract Documents shall consist of the following:

1. All specifications, bidding requirements, contract forms, and conditions of contract as indicated in the Bid Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

Jennifer Talley

Title: Mayor

Attest: _____

Aaron Holland

Title: Assistant City Manager

Address for giving notices:

201 S. Main Street

P.O. Drawer 357

Graham, NC 27253

Seal

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

Seal

(where applicable)