



BID DOCUMENTS

FOR

PRITCHARD PARK IMPROVEMENTS

ASHEVILLE, NC

BID#: 298-PR-11-8-16

11/8/2016

**CITY OF ASHEVILLE
PARKS & RECREATION DEPARTMENT
P.O. BOX 7148
ASHEVILLE, NC 28802**

PRITCHARD PARK IMPROVEMENTS

Bid Documents

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PRITCHARD PARK IMPROVEMENTS

ADVERTISEMENT FOR BIDS

Pursuant to N.C. Stat. Sec. 143-131(a), bids for the project known as: **PRITCHARD PARK IMPROVEMENTS** will be received by the City of Asheville until **1:00 p.m. local time on Thursday, December 1, 2016** in the Parks and Recreation Department on the fourth floor of Asheville City Hall, 70 Court Plaza, Asheville, North Carolina, 28801 and made to the attention of Al Kopf.

A **non-mandatory pre-bid conference** will be held at **1:00 p.m. local time on Tuesday, November 15, 2016** at Pritchard Park at 67 Patton Avenue, Asheville, NC 28801.

SCOPE OF WORK: This project will generally consist of landscape improvements for Pritchard Park including but not limited to: arbor work, planting bed preparation, landscape plantings, fencing, irrigation, outdoor lighting, furnishing, etc.

Complete Bid Documents/Plans are available for view or hard-copy reproduction on the City of Asheville website. <http://AshevilleNC.gov/Bids>

Contractor shall be required to keep and maintain for the duration of contract commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage. The Insurance coverages are outlined in the Bid Documents.

The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. **Please direct all questions about the Minority Business Plan to Brenda Mills, Community & Economic Development, City of Asheville, P.O. Box 7148, Asheville, NC 28802, (828) 259-8050 or bmills@ashevillenc.gov.** Minority business outreach resource on this project can be accessed via www.doa.state.nc.us/hub and www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h. At a minimum, the Bidder shall either establish or certify that they will do the work for this contract with its own forces (no subcontracting), or the Bidder shall make a good faith effort to recruit and select minority owned businesses among the bidder's subcontractors.

Bidders are also notified that the City of Asheville has adopted a Drug-Free Workplace Policy requiring successful bidder(s) to insure that a drug-free workplace is provided in the performance of any City of Asheville construction contract.

All bidders must be properly licensed in accordance with all North Carolina general statutes and City ordinances and shall have a minimum of five (5) consecutive years of experience in new and renovation construction of similar scale projects. Bidders must be able to demonstrate successful execution in a prime contractor role that includes a combination of the construction tasks outlined. Contractor shall be available to perform the work beginning immediately.

Bidders please note that the City Policy adopted by City Council, Resolution #93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

The City of Asheville reserves the right to reject any or all Bids or to waive any informalities in the bidding and to award a Contract in the best interest of the City of Asheville.

Bids may be held by the City of Asheville for a period not to exceed ninety (90) days from the date of the receipt of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders prior to the awarding of the Contract and such Bids may not be withdrawn during said period of time, except as allowed by NC General Statutes Section 143-129.1.

Please direct all bidding and Scope of Work questions in writing to Al Kopf via e-mail at akopf@ashevillenc.gov

CITY OF ASHEVILLE INSTRUCTIONS TO BIDDERS

All Bids shall be prepared in accordance with the following requirements:

IB-01 PREPARATION OF BIDS:

1. The Bid form furnished by the Director of Parks & Recreation Department shall be used and shall not be altered.
2. All entries including signatures shall be written in ink.
3. The Bidder shall submit a unit price for the work.
4. The Total Contract Bid Price shall be written in figures in the proper place in the Bid form.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. The individual signing the Bid shall initial the change in ink.
6. The Bid shall be properly executed. In order to constitute proper execution; the Bid shall be executed in strict compliance with the following. No other forms of execution will be accepted.
 - a. If a Bid is by an individual, it shall show the name and address of the individual and shall be signed by the individual.
 - b. If the Bid is by a Corporation, the President or Vice-president of the Corporation shall execute it in the name of the Corporation. The Secretary or Assistant Secretary shall attest the signature(s). The seal of the Corporation shall be affixed. The Bid shall show the address of the principal office of the Corporation.
 - c. If the Bid is made by a Partnership, one of the general partners shall execute it in the name of the Partnership, by the address shown for the Partnership.
 - d. If the Bid is a joint venture, it shall be executed by each of the joint ventures in the appropriate manner set out above. The address for the joint venture shall be shown.
7. The Bid shall not contain any unauthorized additions, deletions or conditional bids.
8. The Bidder shall not add any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
9. The Bid shall not contain irregularities of any kind, which make the Bid incomplete, indefinite, or ambiguous as to its meaning.
10. Alternative Bids will not be considered unless specifically called for. Where numbered Alternate Bid Items are provided under any Contract, each Bidder must submit a bid price for each numbered Alternate Item.

11. All attachments, certifications or acknowledgments attached to the Bid shall be executed in the same manner as the Bid.

IB-02 RECEIPT OF BIDS:

Each Bid package must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below.

If forwarded by mail the envelope-containing the Bid shall be marked as follows:

<u>Upper left hand corner -</u>	<u>Lower left hand corner -</u>
Bidder's Name	NC Landscape Contractor's License No.
Bidder's Address	Classification
	Expiration Date

Bid For: **Pritchard Park Improvements**

To: Al Kopf

City of Asheville Parks & Recreation Department	
Physical Address (FedEx, UPS):	Mailing Address (USPS):
City Hall Building – 4th Floor	PO Box 7148
Parks & Recreation	Asheville, NC 28802
70 Court Plaza	
Asheville, NC 28801	
(828) 259-5800	

Bids received prior to the submittal of will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. A mailed Bid will be treated in every respect as though filed in person and will be subject to the same requirements. *It is the sole responsibility of the submitter to ensure that their Bid is received by the Department requesting the bid.*

Bids received subsequent to the advertised hour of opening will be returned to the Bidder unopened.

There will no formal bid opening. The City will receive bids and upon evaluation will notify bidders of the apparent low bidder.

IB-03 WITHDRAWAL OR REVISION OF BIDS:

A Bidder may, without prejudice to himself, withdraw a Bid after it has been delivered to the Owner provided the request for such withdrawal is made either in writing or by telegram to the project manager/engineer, presiding over the public opening of Bids before the date and time set for the opening of Bids. The bidder may then submit a revised Bid provided it is received prior to the time set for opening of Bids. Any withdrawal of a bid after the submittal of Bids shall be in accordance with N.C. General Statute Section 143-129.1.

Only those persons authorized to sign Bids shall be recognized as being qualified to withdraw a Bid.

IB-04 ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the Plans, Specifications or other portions of the Contract Documents will be made orally.

Every request for such interpretation must be addressed to the City of Asheville, Project Manager for the project. To be given consideration, such requests must be received at the above address no later than 12:00 p.m. on November 21, 2016. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be made available at <http://AshevilleNC.gov/Bids>. This will be made available no later than one (1) days prior to the day fixed for the opening of bids. Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

IB-05 INSURANCE

The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, auto liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 General Aggregate Excess (Umbrella) Liability: \$1,000,000

Commercial Auto Liability: \$1,000,000 combined single limit

Workers' Compensation: Statutory

Employer's Liability: \$500,000 each accident/total disease/employee disease

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

IB-06 QUALIFICATIONS OF BIDDERS:

All bidders are required to possess at least a North Carolina Landscape Contractors License. It is the intention of the Owner to award the Contract(s) to a Bidder competent to perform and complete the work described therein in a satisfactory manner. Before awarding the contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data within 5 days following the notification of being the apparent low bidder:

- (1) Evidence of Bidder's Certification and license to perform the work and services.
- (2) Evidence of Bidder's experience to perform the work available for 3 years immediately preceding the date of the Bid Opening.
- (3) A Preliminary Progress Schedule

The Preliminary Progress Schedule shall consist of a time scaled bar chart and narrative in accordance with appropriate formats as specified by the Owner.

The Owner may make such other investigation as it deems necessary to determine the qualifications 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 reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder (1) Fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein in a reasonable manner and time; or (2) Fails to satisfy the Owner that such Bidder has maintained a satisfactory safety record over the past 5 years. Conditional Bids will not be accepted.

Bidders shall comply with all applicable laws regulating the practice of General Contracting as contained in Chapter 87 of the General Statutes of North Carolina.

IB-07 RESPONSIBILITIES OF BIDDERS:

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

The failure or omission of any Bidder to thoroughly examine and familiarize himself with the Contract Documents or to receive or examine any form, instrument or document or visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to his bid.

No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

IB-08 NOT USED

IB-09 TAXES

The Contractor shall include in his Bid the cost of all sales and use taxes and furnish to the Owner with each progress pay application, a statement setting forth all such taxes paid. This statement shall indicate the amount paid to each firm and be adequate for audit by the State Department of Revenue.

IB-10 SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until twelve (12) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a) Name, address, and telephone number of manufacturer and supplier as appropriate.
- b) Trade name, model or catalog designation.
- c) Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d) Detailed comparison with specified products including performance capabilities, warranties, and test results.

IB-11 COMPARISON OF BIDS:

The total Contract Bid Price will be compared which will include and cover the furnishing of all materials, and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying Contract, and in the manner set forth and described in the Contract Documents.

The lowest Bidder will be that Bidder whose Bid totals the lowest number of dollars as determined.

When numbered Alternate bid items are required, the lowest Bidder is the Bidder whose bid for the Alternate or combination of Alternates, selected by the Owner is the lowest. The Owner reserves the right to select any Alternate or combinations of Alternates.

Where estimated quantities are included in certain items of the Bid, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed, and settlement will be made from such items upon the basis of work as actually executed at the unit prices in the Bid as accepted.

IB-12 AWARD OF CONTRACT:

The award of the Contract will be made to the lowest responsible, responsive bidder, who, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable. When Alternate Bid items are required in the Bid, the Contract will be awarded to that responsible Bidder whose Bid for the Alternate or combination of Alternates, selected by the Owner, is the lowest.

These Bids are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory Bids are received.

The Owner may consider informal and reject any Bid not prepared and submitted in accordance with the provisions hereof.

The right is reserved to waive informalities in bidding, to reject any or all Bids, or to accept a Bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

IB-13 PAYMENT AND PERFORMANCE BONDS

The successful bidder, upon award of contract, shall furnish payment and performance bonds in an amount equal to 100% of the contract price. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina

IB-14 COMMENCEMENT OF WORK:

Upon execution and delivery of the Contract and the delivery of the required performance and payment bonds and insurance certificates and policies, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced within ten (10) days following such notification or as otherwise specified in the Notice to Proceed.

The Contractor shall notify the Owner in writing, of his intention to enter upon the site of the work at least five (5) days in advance of such entrance.

IB-15 NOT USED

IB-16 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

IB-17 IRAN DIVESTMENT

By submitting this bid proposal, the Contractor certifies that, as of the date of submission, it is not on the Final Divestment List as created by the State Treasurer

pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

IB-18 DRUG-FREE WORKPLACE

Bidders are also notified that the City of Asheville has adopted a Drug-Free Workplace Policy requiring successful bidder(s) to insure that a drug-free workplace is provided in the performance of any City of Asheville construction contract which includes the completion of the Drug-Free Workplace Certification

END

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CONTRACT NUMBER: _____

THIS AGREEMENT is entered into this _____ day of _____, 20_____
by and between the City of Asheville (hereinafter referred to as the "City"),
_____ (hereinafter referred to as the "Contractor").

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby
acknowledged, the parties agree as follows:

1. Scope of Work

This project **PRITCHARD PARK IMPROVEMENTS** will generally consist of the
installation of park identification signage including but not limited to: minor
excavation/grading, masonry (stone & unit), concrete, carpentry, and outdoor lighting to
be located at a variety of park sites throughout the City.

The Contractor shall furnish all labor, material, equipment, supervision, permits and
insurance necessary to complete all work as specified or indicated in the Contract
Documents, along with the work described in Exhibit "A", attached hereto and made a
part hereof and shall perform such work in accordance with all drawings and/or the
specifications included and referenced in Exhibit "A". Exhibit "A" includes the following:

- Bid Documents Dated: 11/8/2016
- Bid Form (Proposal)
- Site Development Plans for Pritchard Park Improvements (Dated: 11/8/16)
- Addendum Issued Prior to Bid

2. Contract Administration

Al Kopf, Project Manager, or his appointed representative (herein "Agent") shall
administer the project, shall have authority to act on behalf of the City and shall be the
interpreter of the requirements of this Agreement and the specifications in Exhibit "A".

3. Time for Performance and Liquidated Damages

The Contractor shall begin work upon notification by the City to the Contractor of a notice
to proceed, and shall complete the work within **105** calendar days thereafter, unless said
time period is extended by written consent of the City through its Project Manager. The
City shall determine when the work has been completed by its formal and written
acceptance of the work. The Contractor shall complete the work within the time specified,
such time being of the essence in this Agreement and a material consideration hereof,
but the City retains the right to extend said time period. No work will be permitted and no
purchase order will be issued until all required bonds and prerequisite conditions and
certifications have been satisfied.

The final completion date for this project will not exceed the Time for Performance
No extensions will be authorized except as authorized by City of Asheville Project
Manager. Time is an essential element of the contract. Delay in completing the work will
result in damages due to public inconvenience, obstruction to traffic, interference with
business and the increasing of engineering, inspection and administrative costs to the
Department. It is therefore agreed that in view of the difficulty of making a precise
determination of such damages, a sum of money in the amount stipulated in the contract,
will be charged against the Contractor for each calendar day, each hour, or portion
thereof that the work, or any portion of the work as described in the contract, remains
uncompleted after the expiration of the completion date, intermediate completion date, or
intermediate completion time shown in the contract, not as a penalty but as liquidated
damages. **Failure to complete all work on the project the time hereby given will
result in liquidated damages of Five Hundred Dollars (\$500) per day.**

4. Contract Sum

The City shall pay to the Contractor a maximum amount of _____ payable upon completion of the project. Said total sum shall be subject to additions or deductions, if any, by written amendments to this Agreement signed by both parties. Acceptance of the work by the (POSITION RESPONSIBLE FOR CONTRACT) or the authorized representative shall be noted on the contract documents. The Contractor is solely responsible for the price of any materials or equipment necessary to perform the work as set forth in the Contractor's bid.

5. Insurance

The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, auto liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability: \$1,000,000 per occurrence
Excess (Umbrella) Liability: \$1,000,000
Commercial Auto Liability: \$1,000,000 combined single limit
Workers' Compensation: Statutory
Employer's Liability: \$500,000 each accident/total disease/employee disease

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

6. Hold Harmless and Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.

The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

7. Amendments and Change Orders

This Agreement, along with Exhibit "A" attached hereto and incorporated herein, constitutes the entire agreement between the City and Contractor. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this Agreement or a written change order to the Contractor signed by the City authorizing a change in the work, an adjustment in the contract sum or an adjustment in the time for performance.

8. Compliance with Laws

a. Contractor shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.

b. The contractor shall provide a Drug-Free Workplace Certification, as set forth in the Instructions to Bidders, during the performance of this contract.

c. This Contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

d. All claims, disputes and other matters in question between the Contractor and the City arising out of, or relating to, the Agreement or breach thereof, shall be decided by a civil action or civil actions, which shall be commenced and tried only in Buncombe County, North Carolina. Each party hereby waives any right or claim for a change of venue from Buncombe County, North Carolina. This section shall be effective notwithstanding any other provisions to the contrary in the Agreement or supplements thereto. Nothing herein shall, however prevent the Contractor and the City from mutual agreement to submit claims, disputes, or other matters in question to arbitration, either binding or non-binding, or to mediation.

9. General Conditions

a. This Agreement embodies all the representations, rights, duties, and obligations of the parties. Any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

b. The Contractor shall be properly licensed and skilled in their respective trade, and shall have been established in the construction field for a minimum of three years and must regularly engage in construction contracting in North Carolina.

c. The work shall be stated so as to minimize inconvenience to the City. Access as required by the City to the facility shall be maintained by the Contractor throughout construction unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, barricades, and warning devices to ensure safe passage for both vehicular and pedestrian traffic at all times.

d. The Contractor shall make necessary provisions to protect the surrounding area and shall be responsible for full restoration of any damages and/or costs of restoration to the construction site. All damages on the site, incidental to the installation of the work described in the attached Exhibit "A" shall be repaired or replaced by the Contractor.

e. The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work. Also, all debris, rubbish or waste materials shall be removed from the site by the Contractor and at the Contractor's expense.

f. All sales tax levied on materials entering into this project shall be paid by the Contractor, including the Optional Sales and Use Tax.

g. Contractors shall obtain any applicable license and/or permits prior to the start of construction and shall notify the necessary inspectors at the proper times during construction.

h. Not Used.

i. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor, unless otherwise specified in the work described in Exhibit "A".

j. The Contractor shall, upon completion of the work, and before final payment is authorized by the City or its agent, furnish the City with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits satisfactory releases of liens or claims for liens by the Contractor, subcontractor, laborers, and materials suppliers.

10. Warranties and Guarantees

All work is to be warranted and guaranteed against materials, equipment, and workmanship for a period of one (1) year. The one year period begins once all work has been completed, final payment has been made, and the Release of Lien has been signed. Any and all manufacturers' warranties shall be assigned to the City.

11. Termination

The City may terminate this Agreement upon ten (10) days written notice to the Contractor. In that event, the Contractor shall be paid for any completed work done which is satisfactory to the City. In the event the Contractor should terminate this Agreement, the expenses which the City incurs as a result of securing a new Contractor shall be deducted from any payments owed to the Contractor by the City.

The Contractor will be required to provide to the City, upon termination, an executed release of lien before final payment is processed.

12. Minority Business Plan

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. The Contractor acknowledges that this Contract is subject to the provisions of the Minority Business Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

13. Right to Audit

Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are

pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of six (6) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

14. Payment

All applicable forms for payment must be filled out and payment applications / invoices coordinated and accepted by the Project Manager prior to submitting for payment. Failure to do this will result in the invoice not being paid. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted by the Inspector in accordance with the terms of the contract.

15. Funding for This Agreement

Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

16. E-Verify Employer Compliance

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

17. Iran Divestment

By submitting this bid proposal, the Contractor certifies that, as of the date of submission, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment

!

Contract Signature Page

Contract # _____
Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

C.I.P. Manager DATE _____

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

Chief Financial Officer DATE _____

City Manager's signature, if required
Attest to:

CITY OF ASHEVILLE

BY: _____ DATE _____

City Clerk City Manager
(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

CORPORATION SIGNATURE FORM

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Insert Name of Corporation)

By: _____
(Insert signature and title of officer)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public of the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that he/she is **(Insert Name of Person Signing)** of _____ **(Insert Title of Office)** **(Insert Name of Corporation)** corporation, and that he/she, as _____, being authorized to do so, **(Insert Title of Person Signing)** executed the foregoing on behalf of the said corporation.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

PAYMENT BOND

Date of Execution: _____

Name of Principal:
(Contractor)

Name of Surety:

Name of Contracting
Body:

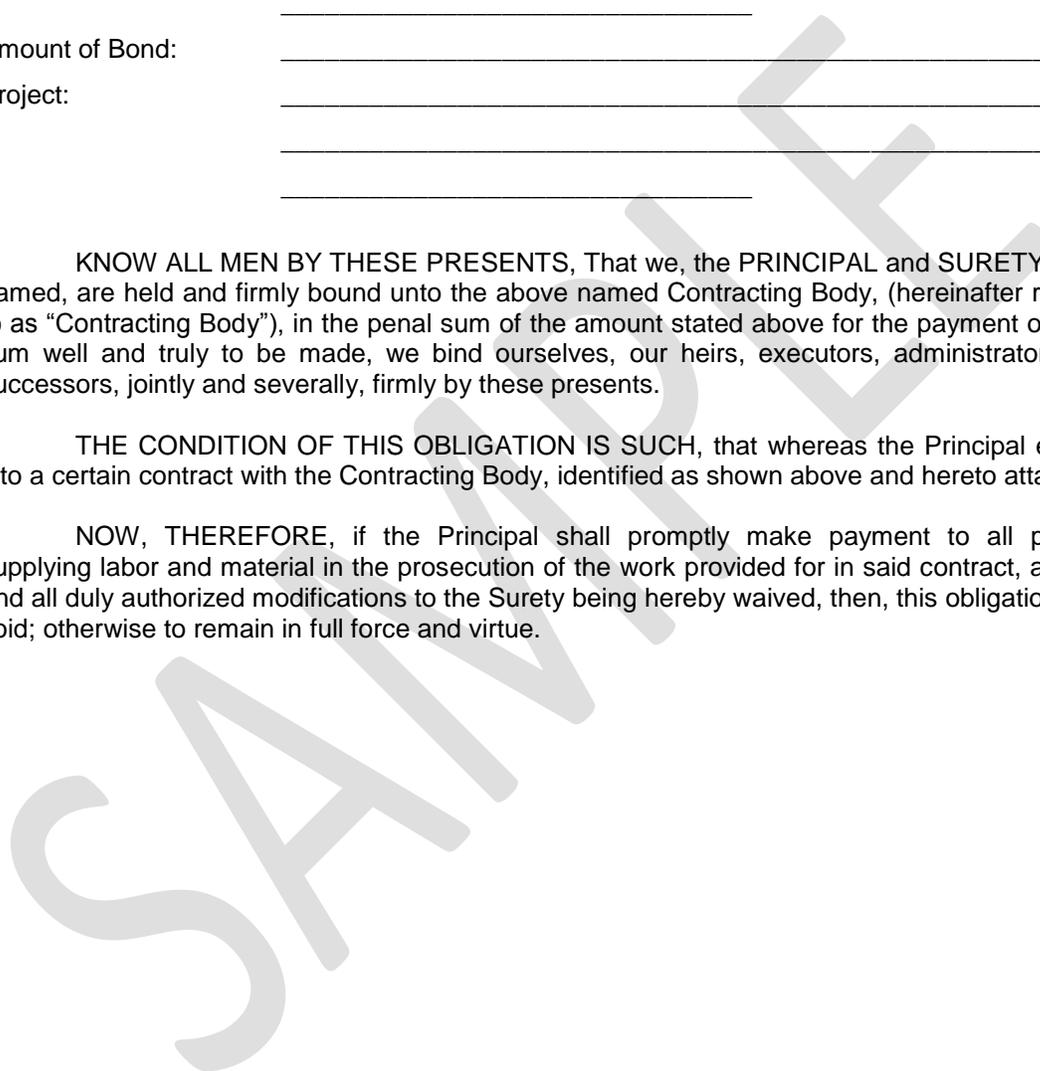
Amount of Bond:

Project:

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

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

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



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

Attest to:

Secretary
(Corporate Seal)

Contractor

By: _____

Attest to:

Secretary
(Corporate Seal)

Surety

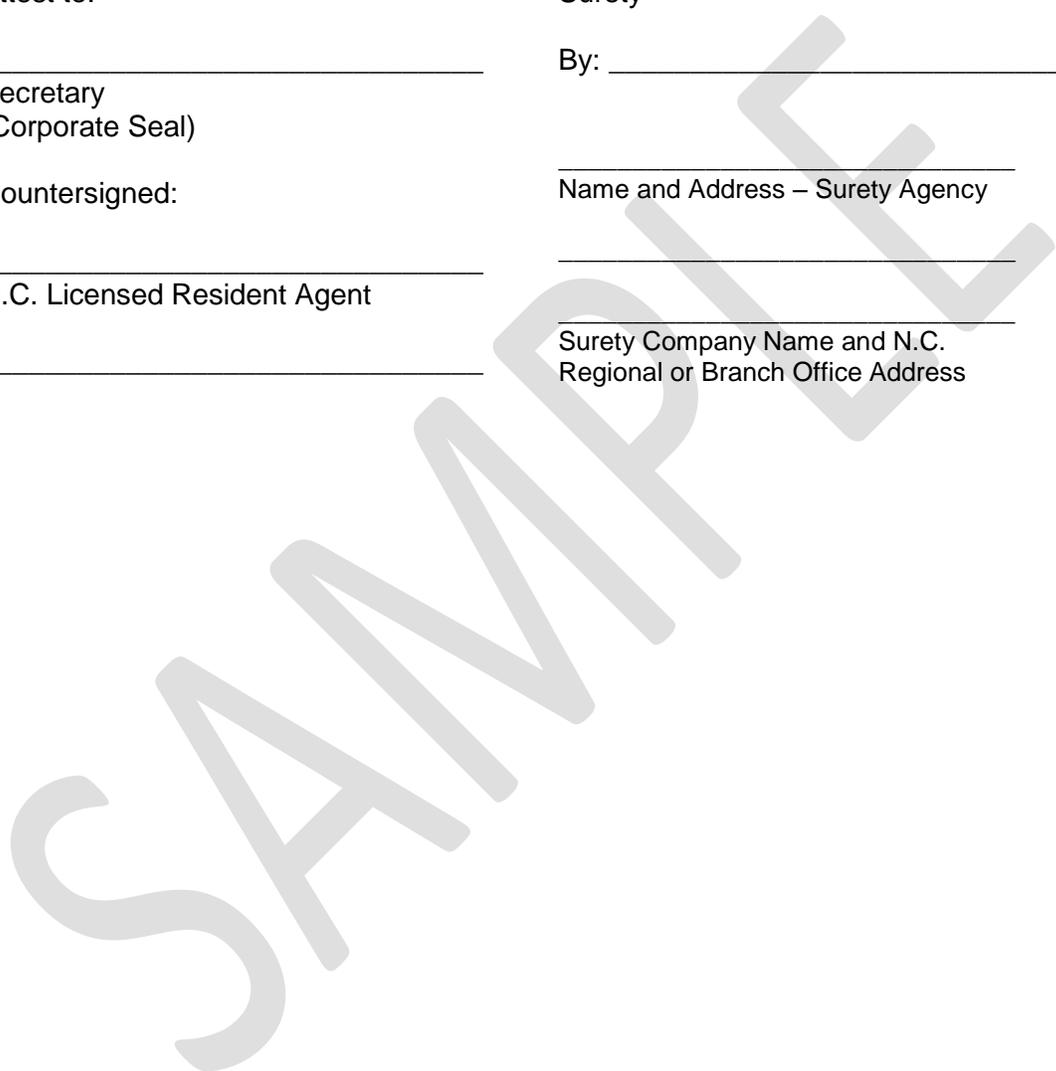
By: _____

Countersigned:

N.C. Licensed Resident Agent

Name and Address – Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address



PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project: _____

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

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

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

Whenever Principal shall be, and declared by Contracting Body to be in default under the Contract, the Contracting Body having performed Contracting Body's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete a bid or bids for completing the contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Contracting Body elects, upon determination by the Contracting Body and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Contracting Body, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be of liable hereunder, the amount set forth in the first paragraph

hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Contracting Body to Principal under the Contract and any amendments thereto, less the amount properly paid by Contracting Body to Contractor.

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

Attest to:

Secretary
(Corporate Seal)

Attest to:

Secretary
(Corporate Seal)

Countersigned:

N.C. Licensed Resident Agent

Contractor

By: _____

Surety

By: _____

Name and Address – Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

DRUG-FREE WORKPLACE CERTIFICATION

_____, Contractor with the City of Asheville for
(Contractor's name)
the project known as _____, certifies that the City's
Drug-Free Workplace Policy, as set forth in the Bid Documents ("Policy"), has been
reviewed by or explained to the officers, agents and employees of _____

_____, and _____
(Contractor's name)

hereby agrees that the Policy is a part of the Contract and _____
(Contractor's name)

further certifies that _____ will comply with the
requirements thereof.

This the _____ day of _____, 20____.

Contractor's Name

Attest:

Secretary/Treasurer
(Corporate Seal)

By: _____
President / Vice President

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____



City of Asheville
Parks & Recreation Department
PRITCHARD PARK IMPROVEMENTS
BID FORM (PROPOSAL)

BID PROPOSAL

Date:

Gentlemen:

The undersigned bidder in strict accordance with the Contract Documents attached hereto, hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation and permits for the construction of improvements referred to herein as: **PRITCHARD PARK IMPROVEMENTS** in strict accordance with the bid documents dated 8/8/16.

The Base Bid amount is the total Lump Sum price:

Base Bid: _____ dollars (\$ _____)

ALTERNATES

The undersigned further agrees that if any of the alternates as described in the contractor documents be accepted, the amount written below shall be the amount to be “added to” the Total Base Bid. If the alternate is left blank, then the base bid would not change if the Alternate is accepted. The bidder agrees to construct the Alternate as described in the contract documents for the following price. Acceptance of the alternate does not increase the contract time. All alternates are considered lump sum pricing.

Alternate No. 1: Replace Expansion Joints

_____ dollars (\$ _____)

Alternate No. 2: – Field Stone Paving

_____ dollars (\$ _____)

Alternate No. 3: – Pressure Wash and Repair Wall

_____ dollars (\$ _____)

Alternate No. 4: - Fieldstone Stepping Stone

_____ dollars (\$ _____)

The Bidder declares that s/he has examined the work required as provided in Bid Documents and informed him/herself fully in regard to all conditions pertaining to the site; that s/he has included all costs for the work as specified in the Bid Documents; and that s/he has satisfied him/herself relative to the work to be performed.

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, s/he will, within ten (10) days of receipt of such notice, execute a Contract with the Owner and that s/he will provide certificates of insurance and all other documentation required by the Contract Documents.

The undersigned agrees that, if awarded the Contract, s/he will commence the work within ten (10) calendar days after the date of receipt of Contract execution.

All work shall be complete and ready for final acceptance within 105 **calendar days** of the Contract execution.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted this _____ day of December, 2016.

Name of
Firm or Corporation making bid
Signature: _____
Name (printed): _____
Title: _____
(Owner, Partner, Corporate President, or vice-president only)

Address: _____
Phone #: _____
Contractor License No.: _____
City Privilege Lic. No.: _____
Federal ID. No.: _____

ATTEST:

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary only)

(Corporate Seal)

END OF BID FORM

City of Asheville - Minority Business Requirements Non-Building Construction Only

The annual verifiable goals for the City of Asheville in minority business participation are listed below:

CONSTRUCTION

African Americans 3%
Hispanic, Asian & Native Americans 1%
Women 8%

PROCUREMENT

African Americans 5%
Hispanic, Asian & Native Americans 2%
Women 18%

PROFESSIONAL

African Americans 7%
Hispanic, Asian & Native Americans 7%
Women 37%

The City is committed to providing minority businesses equal opportunity to participate in all City contracting opportunities. As such, the successful Bidder must provide documented proof in the form of MB (Minority Business) Form 1 (MB Utilization Commitment) or MB Form 2 (Letter of Intent to Perform Work without Subcontracting) that goals have been met or exceeded within 72-hours following the bid opening. If despite good faith efforts, the bidder was unable to provide subcontracting opportunities to minority subcontractors, the Bidder must submit MB form 1A along with the Good Faith Checklist within 72-hours following the bid opening. All three forms along with the Good Faith Checklist are attached hereto and incorporated herein by reference.

For more information regarding the City's Minority Business Program, please contact Brenda Mills, Economic Development Specialists, Community & Economic Development, P. O. Box 7148, Asheville, NC 28802-7148; (828) 259-8050 phone, (828) 350-0072 Fax, email at bmills@ashevillenc.gov.

CHECKLIST FOR REVIEW OF GOOD FAITH EFFORTS

(This form, MB Form 1A along with good faith efforts documentation due within 72 business hours of bid opening)

1. Have you attended the pre-bid conference(s) scheduled?
() Yes () No (Meeting attendance is documented by the local government agency)
2. Have you advertised at least seven (7) days in a general circulation, trade association, construction or Minority/women-focused media **within the contracting area** regarding subcontracting opportunities with your firm prior to the bid opening date? () Yes () No (Attach documentation)
3. Have you utilized the services of the City's Minority Business Program, available minority community organizations, minority contractors' group, local minority business assistance offices and other local organizations that provide assistance in the recruitment and placement of minorities and women to solicit bids for this project? Access to the website for the most current information in the Directory of Certified Businesses for each local government is on the State North Carolina's VendorLink site at www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h (**HUB Vendor Search**). () Yes () No (Attach documentation)
4. Have you provided interested minority & women owned businesses (MB's) with **adequate and equal access** to information about the plans, specifications and requirements of the contract, insurance and licenses? () Yes () No
5. Did you provide written notice to all appropriate certified minority & women-owned businesses within the identified subcontracting / supplier / service categories that their interest in the contract was being solicited and in sufficient time to allow these certified minority & women-owned businesses to participate? Additionally, did the solicitation contain a description and location of the project, the work for which the subcontractors' bids are being solicited, date, time and location where the subcontractors' bids are to be submitted, locations where bidding documents could be reviewed? () Yes () No
6. Have you selected portions of the work to be performed by certified minority & women-owned businesses in order to increase the likelihood of meeting outreach goals including breaking it into economically feasible units where appropriate? () Yes () No
7. Have you designated someone in your firm to be the single contact for MB's that may have questions or need assistance? () Yes () No (Please indicate name of person and title)

Name: _____ Title: _____

8. Have you worked with the Minority Business Program in developing and administrating areas of technical assistance for MBs, i.e. bonding, lines of credit or insurance? () Yes () No
9. Did you follow up initial solicitations of interest by contacting MB's to determine with certainty whether they are interested in bidding? () Yes () No
10. Did you negotiate in good faith with interested MB's; not rejecting MB's as unqualified without sound reasons based on a thorough investigation of their capabilities? () Yes () No

Signature

Title

MB FORM 1

MB UTILIZATION COMMITMENT

(This form must be submitted 72 business hours following the bid if subcontracting along with The Good Faith Efforts Checklist, MB Form 1A & documentation)

We, _____, do certify that on the _____

(Project Name)

_____, _____

(Project Number)

(Dollar Amount of Bid)

We will expend a minimum of _____% of the total dollar amount of the contract with certified minority business (MB) enterprises. MB's will be employed as vendors, suppliers or providers of professional services.

Such work will be subcontracted to the following firms listed below. If the Bidder intends to subcontract, this form must be completed and submitted with the bid and documentation of good faith efforts regardless of the amount or lack of participation attained.

Name and Phone Number of Firm	Indicate MB Category	Description of Work	Dollar Value

The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that s/he has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Bidder/Company: _____

By: _____

Title: _____

MB FORM 2
STATEMENT OF INTENT TO PERFORM WORK WITHOUT
SUBCONTRACTING

(This form due 72 hours after bid opening - No Other MB Forms need to accompany this form)

We, _____, hereby certify that it is our intent to perform **100% of the work required** for the _____ contract
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that s/he has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Bidder/Company: _____

Signature: _____

Title: _____

MB FORM 5

DOCUMENTATION OF CONTRACT PAYMENTS

Payments on subcontracts made to minority firms needs to be provided per project. Please provide this information to the owner's representative or directly to the Office of Economic Development (see contact information below).

The following is a list of payments made to minority and women owned firms on this project between the dates of _____ and _____.

Project Name: _____

Company Name: _____

Company Contact (Name, phone and email): _____

ON THE ABOVE REFERENCE PROJECT, PLEASE INDICATE THE FOLLOWING:

MINORITY FIRM NAME	BLACK, HISPANIC ASIAN, INDIAN OR WOMAN	AMOUNT & DATE OF PAYMENTS

PLEASE CHECK ONE:

_____ Payment amounts represent the final total to be paid for this project.

_____ Payment amounts DO NOT represent the final total to be paid for this project.

Signature and Title of Certifying Agent

Any questions regarding this information can be directed to Brenda Mills, Economic Development Specialist, Community & Economic Development at (828) 259-8050 or bmills@ashevillenc.gov.

GENERAL REQUIREMENTS

SUMMARY

All work and materials shall be in accordance with the provisions of the Contract, the standard specifications. If conflict arises between provisions of this Contract and other referenced in provisions, this Contract controls. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with all.

The absence of a description or specification for any item, but which are obviously required to make the installation complete, shall be included automatically.

PERFORMANCE OF WORK

All work shall be performed at the highest level of quality. The owner shall be responsible for determining the quality of work, and may notify the Contractor of the same. Any work completed that is not suitable to the owner shall be done again by the contractor at no cost to the owner. Contractor must adhere to the guidelines within these specifications or will result in default of payment by the City.

ALLOWANCES

Use the allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

Change Orders authorizing use of funds from the allowance will include Contractor's related costs and reasonable overhead and profit margins.

At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.

General Contingency: Owner will include a contingency allowance of a % (to be determined) of the Base Bid for use according to the Owner's instructions. This amount shall be included in the total contract after the bid.

PRE-CONSTRUCTION CONFERENCE

The Project Manager and the Contractor will establish a mutually agreeable date and time on which the pre-construction conference will be held for each location. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the pre-construction conference.

CLAIMS FOR ADDITIONAL COMPENSATION OR TIME EXTENSION

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Project Manager with detailed justification within **thirty (30) days** of the time of the event. The failure of the Contractor to submit the claim(s) within **thirty days** shall be a bar to recovery.

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the contract will not constitute grounds for extension of the contract time.

Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his Subcontractors as follows:

1. Labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of calendar days of said strike.
2. Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored material.
3. Abnormal inclement weather; however, the Contract Time will not be extended due to normal inclement weather unless the Contractor requests and clearly demonstrates in writing the need via data and the City approves of the request. The Time for Performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which, according to historical data obtainable from the National Oceanic and Atmospheric Administration in the latest edition prior to bid for the area in which the Project is located, may not be suitable for construction work. For purposes of the progress schedule, the Contractor agrees that he may expect inclement weather in accordance with the following table of calendar days:

January – 8 days
February – 7 days
March – 8 days
April – 6 days
May – 7 days
June – 7 days
July – 7 days
August – 7 days
September – 6 days
October – 5 days
November – 6 days
December – 6 days

AREA, DAY AND TIME RESTRICTIONS

Some access to areas in the park should remain open to the public during the entire construction process. The sequence and areas open to the public are to be determined by City of Asheville with Contractor. Construction will be normally be permitted between 8:00 a.m. and 6:00 p.m. Monday through Friday unless there is a need to alter these work days and/or times via special circumstances such as an event, etc. These special circumstances would be

coordinated with the Contractor in advance by the City. Other work days and times might be considered upon the request of the Contractor and would have to be approved by the Project Manager.

HOLIDAY RESTRICTIONS

The City will observe the following days as holidays, and will not provide any construction inspection or staff function on these days:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving (two days)
Christmas (three days)

The Contractor may perform incidental items of construction which require minimum inspection; however, no major operations which, in the opinion of the Engineer, require daily inspections may be performed on these days.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer **five** days in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

Authority of the Project Manager

The Project Manager for this project shall be identified by the City of Asheville, acting directly or through his duly authorized representatives.

The Project manager will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, he shall have executive authority to enforce, and make effective such decisions and orders that the Contractor fails to carry out promptly.

Construction Stakes Lines and Grades

Unless otherwise required in the contract, the Contractor will be required for all construction layout and construction staking for project manager approval prior to construction.

Cooperation with City Forces and Other Contractors

The Contractor must cooperate with City forces and other contractors working within the limits of this project, as directed by the Engineer.

Public Park Access

The Contractor shall maintain safe public access to portions of the park during the construction of the project and those areas and their sequence are yet to be determined and will be coordinated between the City of Asheville and the Contractor.

Inspection

All work shall be subject to inspection by the Project Manager at any time. Routinely, the Project Manager will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Project Manager informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Project Manager.

Labor and Materials

All labor and/or materials required to properly complete this project shall be considered incidental to this Contract unless stated as a bid item.

Littering and Site Clean Up

Littering will not be tolerated in any form or fashion. The Contractor shall clean the site of excess excavation, waste packing materials, wire, and all other debris which results from required work. At the end of each workday, the site shall be clean and clear. The Contractor shall be responsible for hauling and disposing of all waste materials, and shall dispose of all waste materials in accordance with the Standard Specifications.

Materials and Testing

The project manager reserves the right to request all sampling and testing in accordance with the applicable provisions of the Standard Specifications. However the project manager may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the applicable provisions of the Standard Specifications. Material which is not properly certified will not be accepted. Delivery tickets for all asphalt material shall be furnished in accordance with the Standard Specifications.

Safety and Accident Protection

The 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.

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 supplemental agreements, 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, when 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.

Temporary Suspension of Work

In accordance with the Standard Specifications, the Project Manager will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons:

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

Utility Conflicts

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 3 full business days prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times. ANY DAMAGE TO EXISTING AREA UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR – NO EXCEPTIONS.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

EXHIBIT A – SCOPE OF WORK

This project will generally consist of landscape improvements for Pritchard Park including but not limited to: arbor work, planting bed preparation, landscape plantings, fencing, irrigation, outdoor lighting, furnishing, etc.

Exhibit “A” includes the following:

- Bid Documents (Dated: 11/8/2016)
- Bid Form (Proposal)
- Site Development Plans for Pritchard Park Improvements (Dated: 11/8/16)
- Addendum Issued Prior to Bid