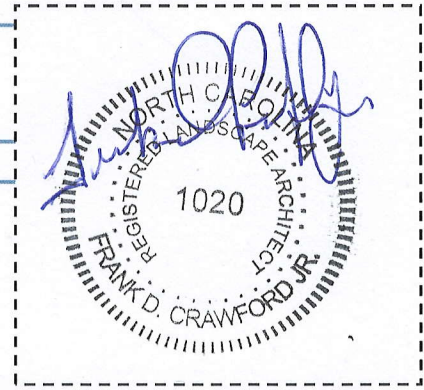


JANUARY 14, 2019

Client: **Cumberland County Schools**
Project: **New Century International M.S. Driveway Extension**
Project No.: **15008**

Designer:
Crawford Design Company
116 N. Cool Spring Street
Fayetteville, NC 28301
Ph.: 910.221.0033
Fx.: 910.221.0035



All provisions of the contract documents including the technical specifications, general conditions and contracts apply to the work unless modified by the addendum.

GENERAL

1. Contract time for construction increases from 90 days to 120 days. Contract start date is anticipated to begin on April 15, 2019. The revised Contract for Construction is attached.
2. See attached revised Bid Form to include a \$10,000.00 allowance in the event unsuitable soils are encountered.

END OF ADDENDUM 2

BID FORM

Proposal of _____ (hereinafter called "BIDDERS"), organized and existing under the laws of the State of North Carolina, doing business as a (i.e., partnership, corporation, etc.) _____ to Cumberland County Schools (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for New Century International Middle School Driveway Extension with the construction of a driveway extension in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ninety (90) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of five-hundred dollars (\$500.00) for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

<u>Number</u>	<u>Date (mm/dd/yy)</u>
_____	_____
_____	_____

BIDDER hereby agrees that preference will be given to domestic construction material and further agrees to require subcontractors, materialmen and suppliers to also give preference to domestic construction material.

Completing the Bid Form

- All bids must be made on the accompanied bid form.
- All blank spaces must be properly filled in using ink or type and completely executed when submitted. No other marks or additional lines shall be added.
- The following information is an example of a properly completed form.

Item 1 Yard Inlets

Estimated Quantity – 2 Each

Two Thousand Five Hundred 00/100 Dollars (\$1,250.00 EA) \$2,500.00

- The bid form shall not contain qualified information such as differences in color prices or substitutions of equipment.
- Cost for alternate equipment shall be specified in the alternate section. Do not include the cost of these items in the base bid. All alternates shall be the total cost of the material or equipment to include labor.
- All cost associated with furnishing and installing the equipment specified shall be entered on the appropriate line item. Do not add separate line items such as bonding or labor.
- Bids using 'white-out' for corrections will not be accepted. If a correction is required, the misinformation must be struck through, initialed and new information inserted in a readable manner above the incorrect information.
- Bids shall be sealed in a separate envelope and submitted to **Cumberland County Schools, 810 Gillespie Street, Fayetteville, NC 28306**. A Federal Express, United Parcel Service, etc. package is considered a 'mailer' and not a separate envelope.
- **Bid Bonds are not required.**
- Bids with improperly completed bid forms are subject to being rejected as a bonafide bid. If Owner elects to award the project it shall be to the lowest responsible, responsive bidder.
- The Owner retains the right to add, delete components, or modify the project components upon bid award.

New Century International Middle School Driveway Extension

The below referenced items are the major components of work and shall not be construed as to be an all inclusive list. Any and all items shown in the plans and technical specifications shall be furnished and installed by the Contractor. They shall include all labor, materials, equipment, supplies, construction, supervision and apparatus necessary for and to construct and place into acceptable service the site improvements as shown on the drawings and described in the foregoing specifications and as follows:

- Item 1. Mobilization**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 2. Demolition, Clearing and Grubbing & Site Preparation**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 3. Erosion & Sedimentation Control**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 4. Grading / Earthwork**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 5. Vehicular & Pedestrian Traffic Control (Fencing, Barriers, etc.)**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 6. Site Restoration**
Estimated Quantity – Lump Sum
_____ Dollars (\$ _____) LS \$ _____

- Item 7. 2-inches Bituminous Concrete, Type SF9.5A**
Estimated Quantity – 4700 Square Yards, more or less
_____ Dollars (\$ _____) SY \$ _____

- Item 8. 6-inches Aggregate Base Course**
Estimated Quantity – 4700 Square Yards, more or less
_____ Dollars (\$ _____) SY \$ _____

- Item 9. 5-inch Thick Concrete Sidewalk**
Estimated Quantity – 115 Square Yards, more or less
_____ Dollars (\$ _____) SY \$ _____

- Item 10. Traffic “STOP” Sign & Post Assembly (18”x18”)**
Estimated Quantity – 1 Each
_____ Dollars (\$ _____) EA \$ _____

- Item 11. Thermoplastic Painted Stop Bar**
Estimated Quantity – 1 Each
_____ Dollars (\$ _____) EA \$ _____

Item 12. 12-inch Reinforced Concrete Pipe

Estimated Quantity – 72 Linear Feet, more or less

Dollars (\$ _____) LF \$ _____

Item 13. 15-inch Reinforced Concrete Pipe

Estimated Quantity – 88 Linear Feet, more or less

_____ Dollars (\$ _____) LF \$ _____

Item 14. 4'x4' Concrete Inlets

Estimated Quantity – 2 Each

_____ Dollars (\$ _____) EA \$ _____

Item 15. Rip Rap Energy Dissipaters

Estimated Quantity – 2 Each

_____ Dollars (\$ _____) EA \$ _____

TOTAL \$ _____

ALLOWANCE

Removal and replacement of unsuitable soils beyond the base material.

\$ 10,000.00

RESPECTFULLY SUBMITTED

Company Name

Printed Name of Authorized Representative

Signature

Title

Address

City State Zip

Date

License Number

ATTEST

Printed Name

Signature

Title

(Seal – If BID is by a Corporation)

CONTRACT FOR CONSTRUCTION

CUMBERLAND COUNTY BOARD OF EDUCATION

NEW CENTURY INTERNATIONAL MIDDLE SCHOOL DRIVEWAY EXTENSION

THIS CONTRACT, made the _____ day of _____ in the year of 2019 by and between _____ (“Contractor”) and the Cumberland County Board of Education (“Owner”).

WITNESSETH:

That the Contractor and the Owner for the consideration herein named agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part hereof as if fully contained herein: Notice to Bidders; Instructions to Bidders; General Conditions: Supplementary General Conditions; specifications; accepted proposal; this Contract, performance bond; payment bond; and drawings, titled:

New Century International Middle School dated December 10, 2018

and the following addenda:

Addendum No. __ Dated _____

2. That the Contractor shall commence work to be performed under this Contract on a date to be specified in a written notice to proceed issued by the Owner and shall fully complete all work hereunder within one-hundred and twenty (120) consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be \$500.00. If the Contractor fails to begin the work within five days after the date specified in the notice to proceed, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or if the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the work or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours, or shall make an

assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and its surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Owner shall declare this Contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this Contract in the manner and within the time specified in this Contract. In the event the surety shall fail to take over the work to be done under this Contract within fifteen (15) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that it is taking the same over and stating that it will diligently pursue and complete the same, the Owner shall have full power and authority, without violating this Contract, to take the prosecution of the work out the hands of Contractor, to appropriate or use any or all materials and equipment and may enter into a Contract, either by public letting or negotiation, for the completion of this Contract according to the terms and provisions hereof, or use such other methods as in its opinion shall be required for the completion of this Contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under this Contract, shall be deducted from any monies due or which may become due the Contractor and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Contract, if it had been completed by the Contractor, then the Contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of said excess.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Specifications or the accepted Proposal, in lawful money of the United States as follows: _____ (\$_____).

4. If, at any time after the execution of this Contract, the Owner shall deem the surety or sureties upon the performance or payment bond to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Contract on the day and date first above written in three (3) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original.

Witness:

Contractor: *(Insert Company Name)*

(Proprietorship or Partnership)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: _____

(Corporate Seal)

Title: _____
(Corp. Sec. or Asst. Sec. only)

Owner:
Cumberland County Board of Education

By: _____

Title: _____

Attest:

By: _____
Secretary, Cumberland County Board of Education