

INVITATION FOR BIDS
MAGNOLIA COVE SUBDIVISION
STORMWATER POND PROJECT

IFB NO: 27-1002



catawba county
MAKING. LIVING. BETTER.

Date of Issue: August 13, 2026
Pre-Bid Meeting: September 2, 2026
Bid Due Date: September 14, 2026
Time: 3:00 PM ET

Issued for:
Catawba County Utilities & Engineering Department
25 Government Drive
Newton, North Carolina 28658

Issued by:
Catawba County Purchasing Manager
25 Government Drive
Newton, North Carolina 28658
(828) 465-8224

SCOPE OF WORK

Catawba County (hereinafter "County") is requesting bids from qualified Contractor(s) to provide stormwater pond modifications within the Magnolia Cove Subdivision, located in Sherrills Ford, North Carolina. The work shall include all labor, materials, equipment, supervision, and related services necessary to complete the stormwater pond modifications in accordance with the specifications and requirements set forth in this Invitation for Bids.

Drawings corresponding to Detail 1, Detail 2, Detail 3, Detail 4, Detail 5 and Detail 6 referenced in this Invitation for Bids, are attached hereto as **Attachment A** and are incorporated herein by reference.

The scope of work includes:

Riser Outfall Structure

The riser outfall structure is already in place. Some modifications are required for the structure to comply with the approved plans.

- 1) Establish 2-inch diameter weephole approximately 3 feet above the bottom of the concrete riser structure. Eliminate current 8-inch diameter PVC or modify to be 2-inches in diameter approximately 3 feet above the bottom of the concrete riser (see Detail 1).
- 2) Add 8-inch diameter gate valve to 8-inch diameter drain pipe (see Detail 1).

Emergency Spillway

Construct concrete Emergency Spillway as shown on plans with outlet elevation equal to the top of the concrete riser structure. The bottom width of the spillway will be 10 feet with 3:1 side slopes 1 foot deep (see Detail 2).

Rip-Rap Aprons

The stormwater pond has 4 pipe inlets. Three of the four inlets have concrete outlet structures that have been undermined. The area under the inlet structures must be filled to properly support the outlets with type B riprap. Type B riprap will also be used to construct the riprap apron as shown in the plan details. Filter Fabric will be placed between the pond bottom and the riprap at all locations (see Detail 3).

A concrete outlet structure will be added to the one pipe that does not currently have one. Filter fabric will be placed on the pond bottom below the concrete outlet structure and any supporting riprap. A riprap apron will also be constructed at this location as described above (see Detail 3).

Forebay Berm

Currently the Pond and forebay have been constructed, but there is no berm between the forebay and the pond. A forebay berm needs to be constructed approximately 70 feet from the back of the forebay. The riprap weir will be constructed at an elevation equal to the approximately the same elevation of the 2-inch diameter orifice of the concrete riser structure (3 feet above the bottom of the concrete riser). The slope of the berm coming up from the bottom of the forebay will be 2:1 and the slope coming up from the bottom of the pond will be 3:1. The weir will be made of type B riprap underlain by filter fabric and the 3:1 side slopes will be 1.5 feet high. The bottom width of the weir will be 20 feet (see Detail

4). The bottom of the forebay will be excavated to the same elevation as the bottom of the concrete riser. The side slopes shall be 2:1 below the permanent pool elevation.

Grading

The contractor will need to grade the bank to allow for stabilization with Bermuda Grass sod.

Stabilization

The vegetated shelf and the pond banks need to be stabilized (see Detail 5). A list of the appropriate plants for the vegetated shelf are provided (see Detail 6). The pond banks will be stabilized with Bermuda Grass sod.

IFB SCHEDULE

The table below shows the *intended* schedule for this Invitation of Bids (hereinafter “IFB”). Catawba County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	County	August 13, 2026
Pre-Bid Meeting	County/Contractor	September 2, 2026 at 1:00 PM
Submit Written Questions	Contractor	September 3, 2026 at 5:00 PM
Provide Responses to Questions	County	September 7, 2026 at 5:00 PM
Submit Bid Response	Contractor	September 14, 2026 at 3:00 PM
Contract Award	County	TBA
Contract Effective Date	County	Upon Execution

The bid response shall be submitted no later than 3:00 PM ET on September 14, 2026. No submittals will be accepted after the deadline.

BID QUESTIONS AND ADDENDA

Upon review of the IFB documents, Contractors may have questions to clarify or interpret the scope of work in order to submit the best bid response possible. To accommodate the Bid Questions process, Contractors shall submit any such questions by the above due date. Written questions shall be emailed to tinawright@catawbacountync.gov by the date and time specified above. Contractor should enter “IFB #: 27-1002 – Questions” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Catawba County website, <https://www.catawbacountync.gov/county-services/purchasing/bid-notices/> and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB.

PRE-BID MEETING / SITE INSPECTIONS

A non-mandatory pre-bid meeting will be held on September 2, 2026 at 1:00 PM ET. Interested Contractors should meet County at the Cul-de-sac on Anise Circle in the Magnolia Cove Subdivision. The purpose of this visit is for prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of work called for in this IFB.

SUBMISSION OF BIDS

The Bid Form attached hereto as **Attachment C** shall be used for the bid submission and shall not be altered. This is a lump sum bid. The lump bid shall constitute the Contractor's total price for the complete performance of all work described in the IFB.

Bid responses must be submitted no later than 3:00 p.m., on September 14, 2026. Bid submissions may be hand-delivered to the address below, mailed to the address below, faxed to (828) 548-2378 or e-mailed to Tina Wright at tinawright@catawbacountync.gov. Bids received will remain confidential until awarded.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
IFB No: 27-1002 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	IFB No: 27-1002 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

Catawba County reserves the right to reject any and all Bid responses and to waive informalities as may be permitted by law.

PAYMENT AND PERFORMANCE BONDS

If the total bid amount is greater than \$300,000, the successful Bidder will be required to furnish: a payment bond and a performance bond in the amount of one hundred percent (100%) of the contract amount for contracts costing more than \$50,000 that are part of a project costing more than \$300,000. Those bonds shall meet the requirements of North Carolina General Statutes § 143-129 and of Article 3 of Chapter 44A of the North Carolina General Statutes.

WITHDRAWAL OR REVISION OF BIDS

A Bidder may, without prejudice to himself, withdraw a Bid after it has been delivered to the County provided the request for such withdrawal is made in writing to Tina Wright, Catawba County Purchasing Manager. 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 opening 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.

QUALIFICATION OF BIDDERS

The County may make such investigation as it deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein. 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.

RESPONSIBILITIES OF BIDDERS

Each Bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the configuration of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the Contract.

The Contractor shall make their own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or their representative; and as to whether or not any utility work is planned by the County in conjunction with the project construction. The Contractor shall consider in their Bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project Special Conditions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work to reflect these costs in their Bid for the various items in the Contract.

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 to visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to their Bid.

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

TAXES

The Contractor shall include in his Bid the cost of all sales and use taxes and furnish to the County at the end of each month and upon completion of his Contract, 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.

AWARD OF CONTRACT

The award of the Contract will be made to the lowest responsive, and responsible bidder, who, in the opinion of the County, is qualified to perform the work required and is responsible and reliable. These Bids are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory Bids are received.

The County 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 County.

COMMENCEMENT OF WORK

Upon execution and delivery of the Contract, sample of which is attached hereto as **Attachment D**, a project schedule, and the required insurance certificates and policies by the Contractor to the County, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced when a mutually agreeable date and time for beginning has been determined by the County and Contractor.

WARRANTY

The Contractor shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship and/or negligence for a period of one (1) year from the final inspection of the project.

DAMAGES FOR FAILURE TO EXECUTE CONTRACT

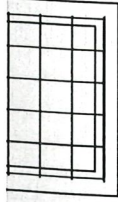
If an accepted Bidder shall fail or refuse to sign and deliver this Contract and insurance documentation within twenty (20) days after he has received Notice of Award of his Bid, the County reserves whatever rights and remedies it may have against such defaulting Bidder.

Execution of the Contract shall include submission of a complete original Certificate of Insurance with proof of coverage as required and of the form required by the General and Supplementary Conditions of the Contract Documents.

EQUAL EMPLOYMENT OPPORTUNITY

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

ATTACHMENTS BEGIN ON NEXT PAGE



TOP VIEW RISER

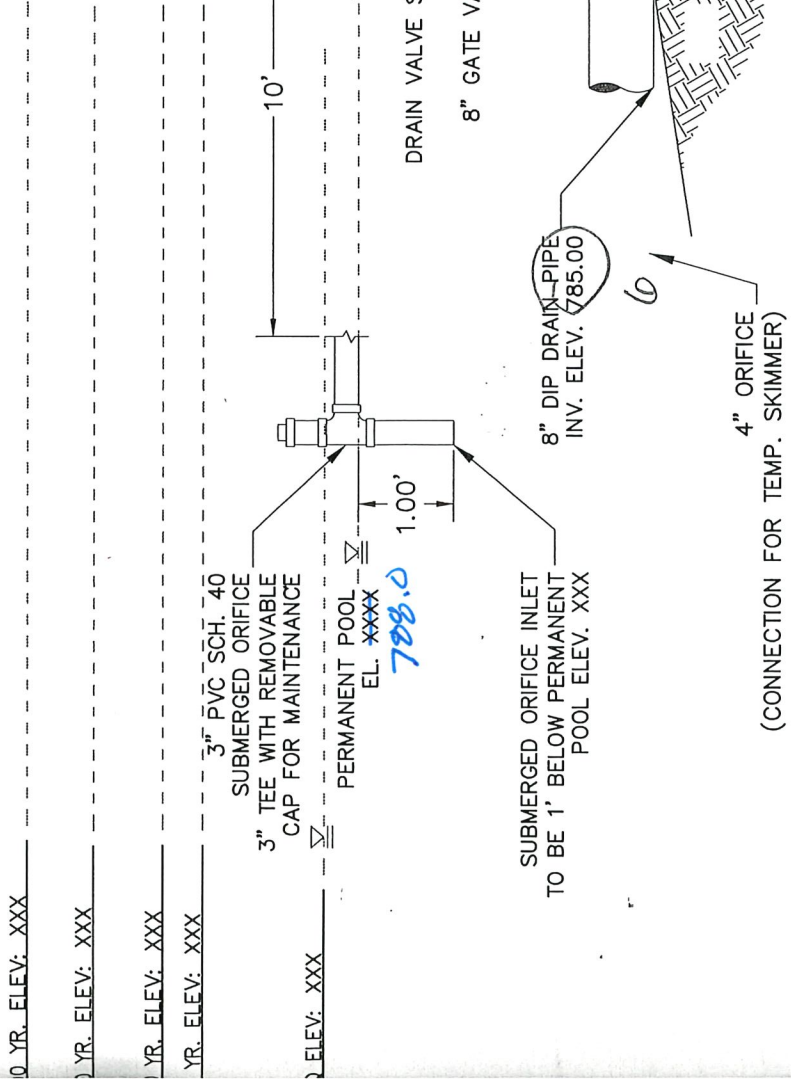
SEWER TRASH RACK DETAIL
N.T.S.



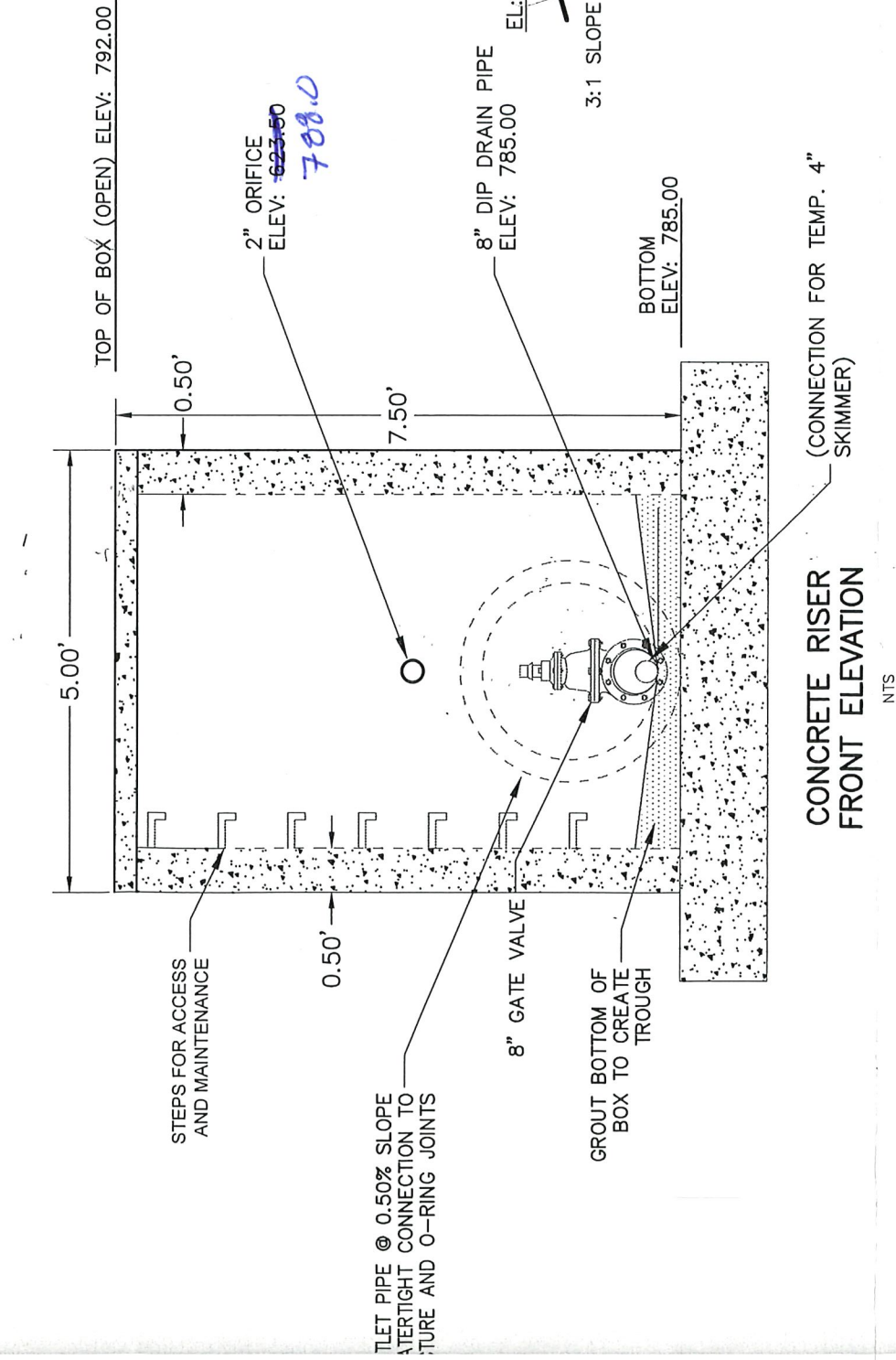
SIDE VIEW

RISER CONCRETE ANCHOR PAD

N.T.S.



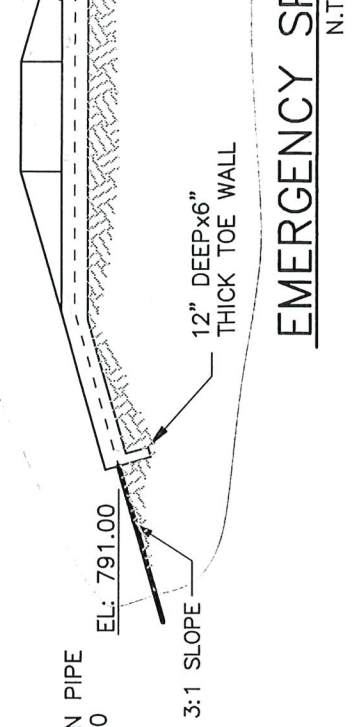
CONCRETE RISER
SIDE ELEVATION
N.T.S.



CONCRETE RISER
FRONT ELEVATION
N.T.S.

ATTACHMENT A

CROSS SECTION - S
N.T.S.



EMERGENCY SPILLWAY
N.T.S.

SPILLWAY SLAB NOTES
1. CONCRETE FOR THE SPILLWAY SHALL BE 6IN THICK.
2. SUBGRADE FOR THE SPILLWAY SLAB SHALL BE 2,000
3. WELDED WIRE FABRIC WITHIN THE CONCRETE SLAB SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS.
4. WELDED WIRE FABRIC SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS.

Table 10-6
Operation and Maintenance Provisions for Wet Detention Basins

BMP element:	Potential problems:	How to remediate the problem:
The entire BMP perimeter and detention basin	Trash/debris is present. Areas of bare soil and/or excessive gullies have formed.	Remove the trash/debris. Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device: pipe or valve	Vegetation is too short or too long. The pipe is clogged. The pipe is cracked or otherwise damaged. Erosion is occurring in the swale.	Maintain vegetation at a height of approximately six inches. Unclog the pipe. Dispose of the sediment off-site. Replace the pipe. Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the	Search for the source of the sediment and remediate the problem if

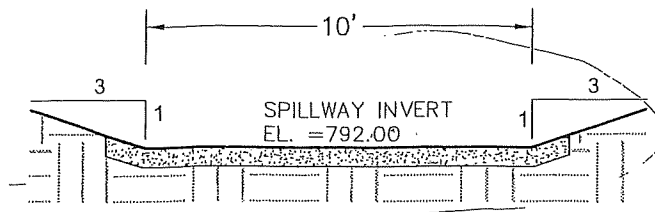
Table 10-6, continued
Sample Operation and Maintenance Provisions for Wet

BMP element:	Potential problems:	How to remediate the problem:
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health. Plants are dead, diseased or dying.	Prune practices to maintain optimal plant health. Determine problem: etc. Remove and replace plant fertilizer ground cover if it is needed. Remove the dead plants. Search for the source of the sediment and dispose of it if necessary.
The main treatment area Sediment has accumulated to	Weeds are present. a depth greater than the original design sediment storage depth.	Remove the weeds. Search for the source of the sediment and dispose of it if necessary.

2

TO CREATE
OUGH

OPEN) ELEV: 792.00



CROSS SECTION - SPILLWAY SLAB

ORIFICE
v: 623.50

NTS

DIP DRAIN PIPE
v: 785.00

EL: 791.00

PROP. 3,000 PSI
CONCRETE #4 REBAR
@ 12" OC. EW

PROP. 8"
CONCRETE CURB

EL: 791.00

3:1 SLOPE

12" DEEPx6"
THICK TOE WALL

EMERGENCY SPILLWAY SECTION

N.T.S.

SPILLWAY SLAB NOTES

1. CONCRETE FOR THE SPILLWAY SHALL BE 6IN THICK, 3,000 PSI
2. SUBGRADE FOR THE SPILLWAY SLAB SHALL BE 2,000 PSF. (MIN.)
3. WELDED WIRE FABRIC WITHIN THE CONCRETE SLAB SHALL BE 6IN X 6IN MESH 10 GAGE STEEL WIRE.
4. WELDED WIRE FABRIC SHALL BE PLACED IN ACCORDANCE WITH ACI 302.1R-96.

Table 10-6, continued

Sample Operation and Maintenance Provisions for Wet Detention Basins

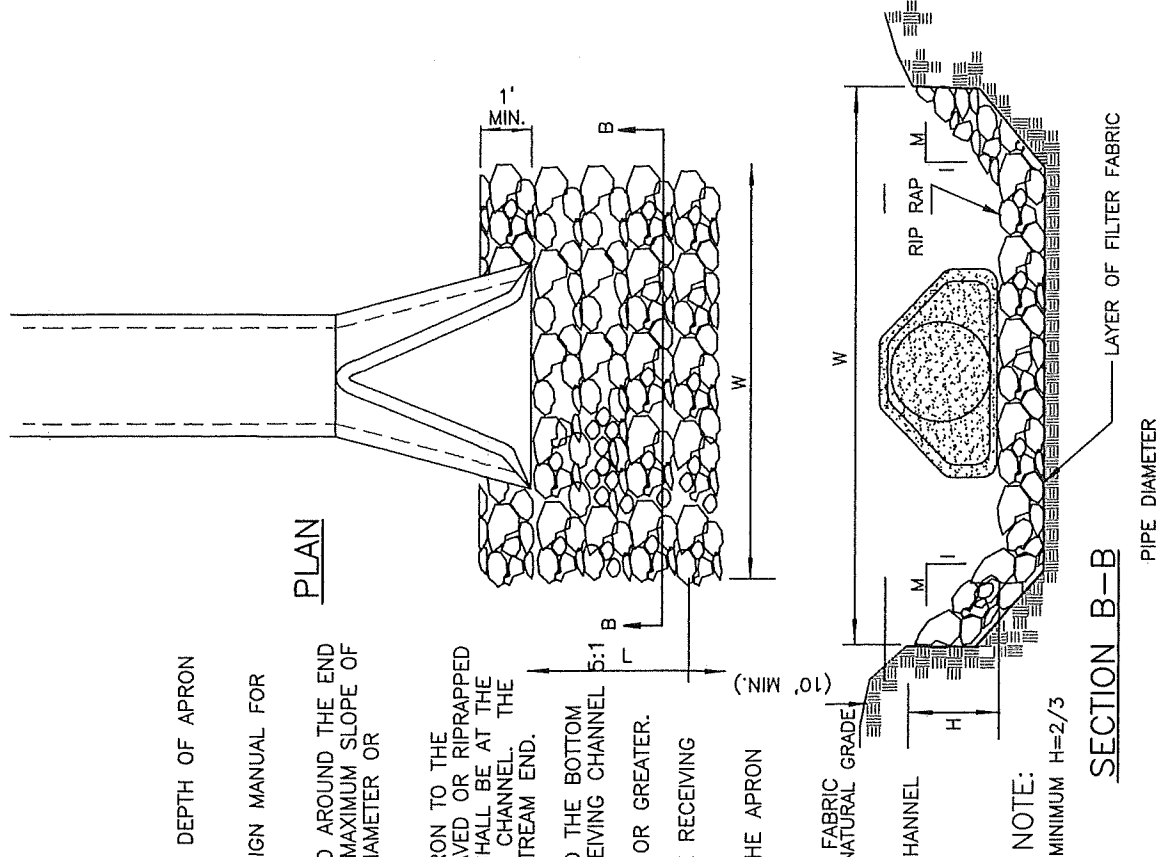
BMP element:	Potential problems:	How to remediate the problem:
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area Sediment has accumulated to	a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
The embankment	Shrubs have started to grow	Remove shrubs immediately

B

NOTES:

1. CLASS OR MEDIAN SIZE OF RIPRAP AND LENGTH, WIDTH AND DEPTH OF APRON TO BE DESIGNED BY THE ENGINEER.
2. REFER TO THE CHARLOTTE MECKLENBURG STORM WATER DESIGN MANUAL FOR RIPRAP APRON DESIGN STANDARDS.
3. RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 2:1 AND A HEIGHT NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.
4. THERE SHALL BE NO OVERFLOW FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL. THE AREA TO BE PAVED OR RIPRAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL. THE APRON SHALL HAVE A CUTOFF OR TOE WALL AT THE DOWNSTREAM END.
5. THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL. MAXIMUM TAPER TO RECEIVING CHANNEL 5:1
6. ALL SUBGRADE FOR STRUCTURE TO BE COMPACTED TO 95% OR GREATER.
7. THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
8. NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
9. DEPENDING ON SOIL CONDITIONS, WASHED STONE OR FILTER FABRIC NATURAL GRADE WILL BE NECESSARY UNDER RIP RAP.
10. ANY DISTURBED AREA FROM END OF APRON TO RECIEIVING CHANNEL MUST BE STABILIZED.

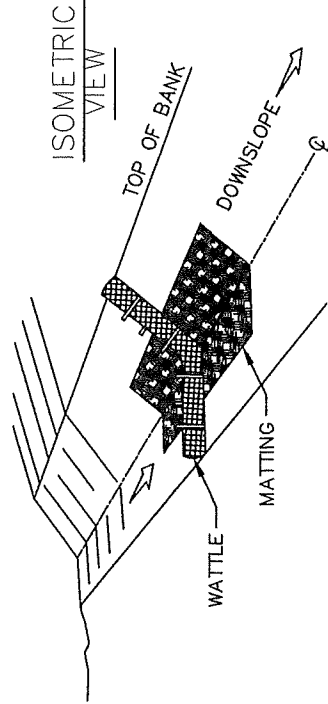
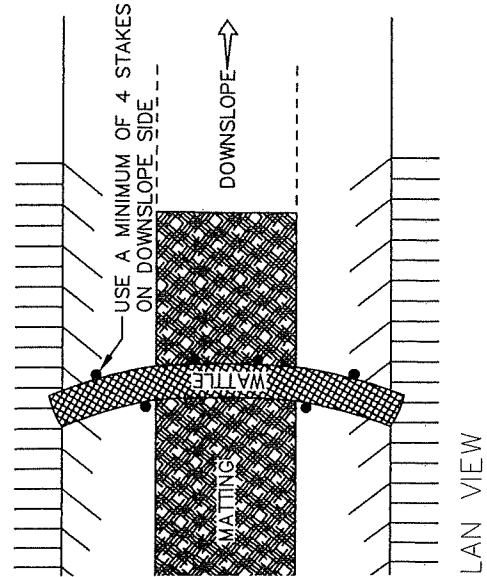
RIPRAP APRON



NOTE:
MINIMUM $H=2/3$

RIP-RAP APRON

NOT TO SCALE

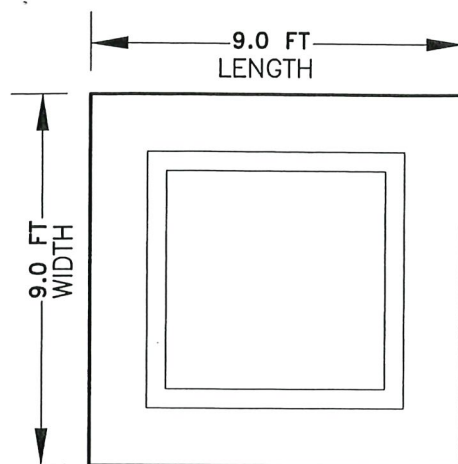


NOTES:

- 1) USE A MINIMUM 12 INCH DIAMETER EXCELSIOR WATTLE.
- 2) USE 24 INCH LONG WOODEN STAKES WITH A 2"x2" NOMINAL CROSS SECTION.
- 4) INSTALL WATTLE(S) TO A HEIGHT ON SLOPE SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR SLOPES, OR AS DIRECTED.
- 5) INSTALL A MINIMUM OF TWO UPSLOPE STAKES AND FOUR

4

W/ 4" OPENINGS
(RUST RESISTANT MATERIAL).
TRASH RACK SHALL BE
HINGED FOR EASY
MAINTENANCE ACCESS



TOP VIEW

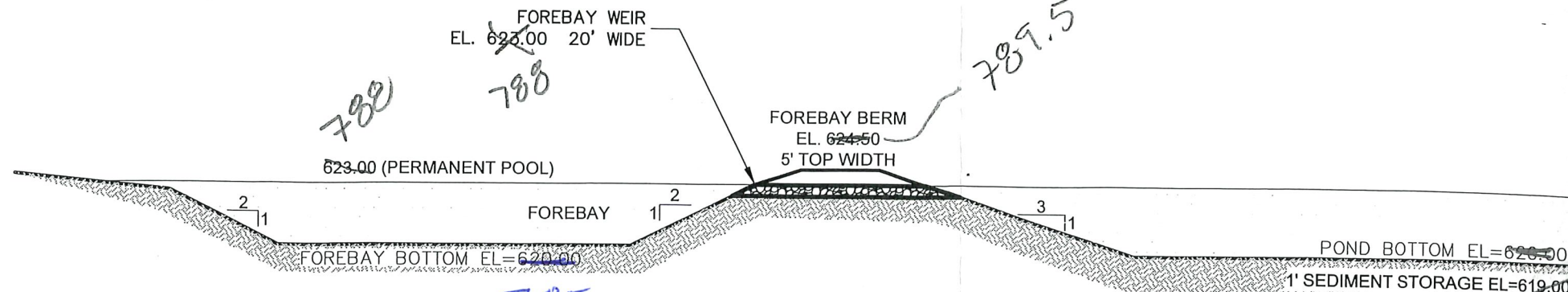


SIDE VIEW

RISER CONCRETE ANCHOR PAD

N.T.S.

FOREBAY CONSTRUCTION



RISER

CK DETAIL

3" PVC SCH. 40
SUBMERGED ORIFICE
3" TEE WITH REMOVABLE
CAP FOR MAINTENANCE

PERMANENT POOL
EL. XXXX

SUBMERGED ORIFICE INLET
3" TEE WITH REMOVABLE
CAP FOR MAINTENANCE

PERMANENT POOL
EL. XXXX

8" DIP DRAIN PIPE
INV. ELEV. 785.00

4" ORIFICE
(CONNECTION FOR TEMP. SKIMMER)

DRAIN VALVE STEM

8" GATE VALVE

CONCRETE RISER
SIDE ELEVATION

NTS

GROUT BOTTOM OF
BOX TO CREATE
TROUGH

3

3

PROP. FOREBAY
AREA=
VOLUME=

5

PROPOSED WET BMP POND
 BOTTOM ELEV.=595.00
 PERMANENT POOL ELEV.=600.00
 AREA OF PERM. POOL=15,260 s
 TOP OF BANK=603.00

CONCRETE EMERGENCY SPILLWAY
 20.00 FT. WIDE
 ELEV. 600.00
 (REF. DETAIL THIS SHEET)

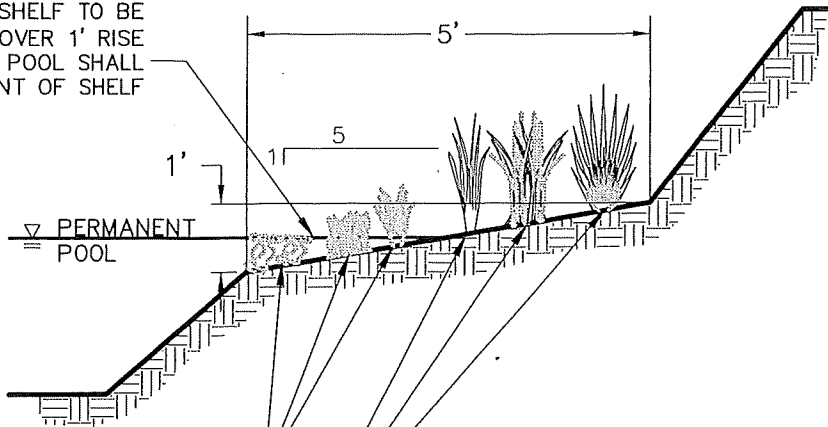
PROP. RIP RAP APRON BELOW
 EMERGENCY SPILL WAY

PROP. 24" FES
 INV. ELEV.= 600.00

PROI
 COLI
 (PER
 840.
 C-4

PR
 RA

VEGETATED SHELF TO BE
 10' WIDE OVER 1' RISE
 PERMANENT POOL SHALL
 BE AT MIDPOINT OF SHELF



THREE (3) SPECIES MIN. OF
 SHALLOW WATER
 EMERGENT PLANTS

THREE (3) SPECIES MIN. OF
 SHALLOW LAND
 HERBACEOUS PLANTS

**VEGETATED SHELF
 PROFILE VIEW
 N.T.S.**



TOPS OF

**MINIMUM
 50 PL**

AREA (

MINIMUM

USE TH
 AND SI

PLANTS
 YIELD

THESE
 NORTH

SHALLOW WATER
 EMERGENT PLANTS
 3 SPECIES MIN.

TOP OF SHELF

**TABLE
 (FROM**



between storm events due to infiltration, plants that are adapted to drier conditions should be specified. Wetland seed mixes shall not be used.

Table 3: Plants for Submerged and Partially Submerged Vegetated Shelves

Botanical Name	Common Name
<i>Asclepias incarnata</i>	Swamp Milkweed
<i>Carex tenera</i>	Quill sedge
<i>Chelone glabra</i>	White Turtlehead
<i>Eupatoriadelphus dubius</i>	Dwarf Joe Pye Weed
<i>Eupatoriadelphus fistulosus</i>	Joe Pye Weed
<i>Eupatoriadelphus maculatus</i>	Spotted trumpetweed
<i>Hibiscus coccineus</i>	Scarlet rose mallow
<i>Hibiscus laevis</i>	Halberdleaf rosemallow
<i>Kosteletzkya virginica</i>	Seashore Mallow
<i>Lobelia cardinalis</i>	Cardinal flower
<i>Lobelia elongata</i>	Longleaf lobelia
<i>Lobelia siphilitica</i>	Great blue Lobelia
<i>Rhynchospora colorata</i>	Starrush whitetop
<i>Saccharum baldwinii</i>	Narrow plumegrass

**ATTACHMENT B
INTENT TO PROPOSE
IFB NO: 27-1002**

This form should be e-mailed to TinaWright@catawbacountync.gov to ensure you receive all addenda issued for this IFB.

I, _____ a representative of _____

_____ confirm that we intend to submit

a bid for the **Magnolia Cove Subdivision Stormwater Pond Project.**

Company Name _____

Address _____

Contact Name _____

Phone_(____)_____

E-mail _____

Date _____

**ATTACHMENT C
BID FORM
IFB NO: 27-1002**

FOR: MAGNOLIA COVE SUBDIVISION STORMWATER POND PROJECT

In compliance with your Invitation for Bids, the undersigned hereby proposes to furnish materials and perform the work for this project in accordance with the Invitation for Bids, Specifications, and Provisions contained in the contract documents for the consideration of price proposed in this Bid Form.

All prices to include North Carolina Sales and Use Taxes.

Company Name

Company Address

License Number

_____(_____)_____
Telephone Number

E-Mail

To furnish all labor and material for all base bid work, for a stipulated (lump fixed) sum of:

Total Contract Bid Amount (In words)

Dollars (\$_____)

Calendar Days, after Notice to Proceed, for General Contractor to provide project completion (_____ days).

Addendum received and used in computing bid, if applicable:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

The Bidder hereby declares that he has had an opportunity to examine the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Scope of Work included in the Invitation for Bids and the contract documents relative hereto, and

has read all provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the work to be performed.

Respectfully submitted the ____ day of _____, 2026.

Company Name: _____

By: _____

Title: _____

END OF BID FORM

ATTACHMENT D

*****SAMPLE*****

CONSTRUCTION CONTRACT FOR

MAGNOLIA COVE SUBDIVISION STORMWATER POND PROJECT

THIS AGREEMENT made as of the ___ day of _____, 2026, by and between Catawba County, a body politic and a political subdivision of the State of North Carolina, (hereinafter “County”) and _____, a North Carolina corporation, (hereinafter “Contractor”). County and Contractor are referred to herein each as a “Party” and collectively as the “Parties”.

Project: Magnolia Cove Subdivision Stormwater Pond Project

Owner:

Catawba County
Attn: Mary Furtado
25 Government Drive
Newton, North Carolina 28658

Contractor:

NCGC License #: _____
Qualifier Name: _____

SCOPE OF WORK

Contractor shall furnish and deliver all of the materials and perform all of the work described in the Contract Documents (“Work”), except as specifically indicated in the Contract Documents to be the responsibility of others (collectively the “Project”).

This Agreement consists of the Contract Documents, defined as this Construction Contract, the General Conditions, Supplementary General Conditions, Bid Forms, other documents listed in this Contract, and Modifications issued after execution of this Contract, all of which form the Agreement, and are as fully a part of this Agreement as if attached to this Contract or repeated herein. The Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents include Construction Contract and the attached Exhibits as follows:

- Exhibit A: Supplementary General Conditions
- Exhibit B: Completed Bid Form (“Bid”)
- Exhibit C: Payment and Performance Bonds (“Bonds”)
- Exhibit D: Insurance (“COI”)
- Exhibit E: Change Orders or Modifications Subsequently Executed by the Parties (“Modifications”)

GENERAL CONDITIONS

1. **GENERAL.** It is understood and agreed that by submitting a bid that the Contractor has examined these Contract Documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

Contractor certifies that it is qualified and capable to perform the Work, that it is financially able to perform the Work during the Time of Completion (as defined herein), and that it knows of no existing or contemplated condition, obligation or obstruction that will prevent it from performing the Work.

2. **PAYMENT.** The Contract Sum is for an amount not to exceed _____ (\$3 _____) to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the above titled Project in full and complete accordance with the plans, specifications and contract documents to the full and entire satisfaction of Catawba County with a definite understanding that no money will be allowed for extra work without written consent of the Owner.
3. **NON-APPROPRIATION.** Payment to Contractor for Services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriated revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without penalty.
4. **TIME FOR COMPLETION.** The Contractor shall commence Work to be performed under this Contract within approximately _____ (_____) consecutive calendar days from the Notice to Proceed ("Time of Completion"). If the Contractor is delayed at any time in the progress of its Work by any act or negligence of the Owner, Owner's employees or Owner's separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner ("Justifiable Delay"), then the Time of Completion may be reasonably extended in a written order from the Owner upon written request from the Contractor within ten (10) days following the cause for Justifiable Delay, without penalty. The cost incurred as a result of any Justifiable Delay shall be borne by Owner.

If the Contractor is delayed at any time in the progress of its Work by any other cause which Owner does not deem justifiable ("Delay"), then, in Owner's sole discretion, the Time of Completion may be reasonably extended in a written order from the Owner upon written request from the Contractor within ten (10) days following the cause for Delay, and the cost incurred as a result of the Delay shall be borne by Contractor.

If the Time of Completion is not extended by the Owner as a result of justifiable delay or by consent of the Parties, for each day that the Work is not complete in excess of the Time of Completion, the Contractor shall pay the Owner the amount of One Hundred Fifty (\$150.00) as liquidated damages, the rate of which is reasonably estimated and mutually agreed upon in advance, to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

5. TERMINATION. County may terminate this Agreement with or without cause by providing ten (10) days written notice to the Contractor. In the event of termination, Contractor will be paid for all services performed and actual expenses incurred up to the date of termination. Upon termination of this Agreement by the County, Contractor's damages must not exceed the amount of compensation that Contractor would have been paid had the Agreement been completed. In no event shall County be liable for special or consequential damages.
6. CHANGES IN THE WORK. No changes shall be made in the Work except upon written approval and change order of the Owner. Upon request of the Owner, the Contractor will make changes, additions, or alterations to the Work ("Changed Work"). The cost of all Changed Work shall be the sole responsibility of the Owner, which shall include overhead and profit, and reflected in the Change Order.
7. CONTRACTORS RESPONSIBILITIES, MATERIAL, EQUIPMENT, EMPLOYEES.
 - a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Contract Documents.
 - b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - c. Products may generally be specified by ASTM (formerly known as American Society for Testing and Materials) or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
 - d. Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
 - e. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

- f. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
 - g. If at any time during the construction and completion of the Work covered by this Agreement, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the site.
 - h. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing upon request.
 - i. The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.
8. INDEPENDENT CONTRACTOR. This Agreement does not constitute Contractor an employee, agent, representative, joint venture or partner of County for any purpose whatsoever. Contractor is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of County. Neither Contractor nor any employee or agent of Contractor has an employment status with County and are not entitled to participate in any benefits extended by County to its own employees. All persons employed by Contractor to perform Services hereunder shall be subject to the exclusive direction and control of Contractor, it being the intention of the parties that Contractor and its employees shall remain independent contractors, not subject to the control of County.
9. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS. The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.
10. UTILITIES. Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.
11. ACCESS CONTROL. Owner will provide access as reasonably necessary to complete the Work. Contractor will be issued construction badges that will allow access to building / departments. These badges will be required to be turned back in to Owner before final payment is issued.
12. CONTRACT ADMINISTRATION. The _____ shall serve as the Contract Administrator for this Project.
13. HOURS OF OPERATION. The normal hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m. If working outside of those normal hours has been required for any reason, you must coordinate that with the _____, at (828) _____.
14. CODES, PERMITS AND INSPECTIONS. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the

drawings and specifications are at variance therewith, he shall promptly notify the Owner/Designer in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner/Designer, he shall bear all cost arising there from.

All work under this Agreement shall conform to the current North Carolina Building Code and other state and national codes, local ordinances and manufacturers recommendations as are applicable.

The Contractor shall cooperate with the County or municipal authorities by obtaining building permits. Permits may be obtained by the Contractor at no cost to the Owner.

15. INSURANCE. The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Contractor will carry and maintain, throughout the period of this Agreement, at Contractor's sole expense, general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. In addition, the workers' compensation policy must contain a waiver of subrogation in favor of the County. Defense costs shall be in excess of the limit of liability. Contractor shall also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$5,000 for medical payment coverage. If employees, agents or representatives of Contractor, including specifically independent contractors under contract to Contractor, transport County's clients in their personal vehicles, Contractor will ensure that any such transportation service is covered by insurance, whether it be the insurance of Contractor or of the vehicle owner, and that vehicles are maintained in a condition that imposes no apparent risk to the clients and/or to the public.

Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance company. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

Contractor has provided a Certificate of Insurance ("COI") which is attached hereto as Exhibit D. Contractor agrees to indemnify County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI. All insurance policies put forth to satisfy the above requirements shall require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days' notice prior to modification or cancellation of said policy. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify County as described herein.

16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and Owner's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action), arising out of or resulting from performance of the Work under this Agreement, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable unless caused in whole or part by the negligence of Owner.

17. SAFETY REQUIREMENTS. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

18. TAXES. The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

19. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor uses a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

20. EQUAL OPPORTUNITY. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

21. CLEANING UP. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

If the Contractor fails to clean up as required, the Owner may do so and the cost thereof shall be charged to the Contractor.

22. WARRANTY. The Contractor shall unconditionally guarantee and warranty all materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

23. GOVERNING LAW, CLAIMS AND DISPUTES. The Parties shall attempt in good faith to resolve any claims or disputes through mediation. In the event that a claim or dispute is not able to be resolved through Mediation, then this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. The exclusive venue for any adversarial proceeding shall be set in Catawba County.

24. CONFLICTS OF INTEREST. Conflicts of interest must be disclosed to Owner in writing as soon as they become known to Contractor.

25. ENTIRE AGREEMENT. This Agreement, including all attachments, embodies the entire Agreement between the Parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof. In the case of a conflict among the provisions in the various attached documents, unless otherwise expressly provided with reference to the conflicting section, those of this Agreement prevail over attachments.

26. AMENDMENT. This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of both Parties.

27. SEVERABILITY. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired.
28. WAIVER. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
29. NO THIRD PARTY BENEFICIARIES. Except as expressly set forth in this Contract, this Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.
30. NOTICE. Any notice to be given shall be given in writing and delivered personally or by registered or certified mail, postage prepaid to the address indicated above.
31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
32. FORCE MAJEURE. If Contractor's performance of Work under this Agreement is delayed by a *force majeure*, Contractor shall immediately, in any case no later than ten (10) days from the time when Contractor becomes aware of the cause of such delay, notify County of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of the Work shall be excused during the duration of such *force majeure*.
33. EXECUTION. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.
34. SIGNATURE AUTHORITY. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

[Signature Page Attached]

This Contract entered into as of the day and year first written above.

OWNER:

CATAWBA COUNTY

Mary Furtado, County Manager

Date

CONTRACTOR:

Name, Title

Date

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Mary Morrison, Chief Financial Officer

Account Number:

Amount:

Source: Federal ____ State ____ Local x

APPROVED AS TO FORM

Date: _____

Jodi Stewart, County Attorney

Date: _____

Jake Robinson, Risk Management

EXHIBIT A

SUPPLEMENTARY GENERAL CONDITIONS

1. *If Applicable: PAYMENT BOND:* The Contractor is required to submit a Payment Bond in the amount of 100% of the Contract Sum, conditioned upon the prompt payment for all labor or materials for which Contractor or a subcontractor is liable.
2. *If Applicable: PERFORMANCE BOND:* The Contractor is required to submit a Performance Bond in the amount of 100% of the Contract Sum, conditioned upon the faithful performance of this Agreement in accordance with the Plans, Specifications and conditions of the Bid and Contract Documents.

SAMPLE