

**LEGAL NOTICE
ADVERTISEMENT FOR BIDS
CHINQUAPIN AND MAGNOLIA INTERSECTION & STORMWATER
IMPROVEMENTS PROJECT
VILLAGE OF PINEHURST**

NOTICE IS HEREBY GIVEN that the Village of Pinehurst is seeking sealed bids from qualified contractors for the **Chinquapin and Magnolia Intersection & Stormwater Improvements** project, which includes the installation of new curbing, sidewalks, etc. and related appurtenances to revamp the Magnolia/Chinquapin intersection to a 4-way stop, along with the installation of approximately 1,075 LF of RCP storm drain piping and approximately 2,500 SY of asphalt milling and road resurfacing. Separate sealed bids for the project will be received at Village Hall, located at 395 Magnolia Road, Pinehurst, NC 28374 on **Thursday, October 10, 2024 at 2:00 p.m.** local time, and then be publicly opened and read aloud.

Copies of the Design Plans and RFP document are available from the Pinehurst Public Services Department by calling (910) 295-5021, Monday-Friday between 7:30 A.M. and 3:30 P.M. or by visiting www.vopnc.org and searching under "Bid Opportunities." Public inspection of these documents is also available at the Pinehurst Public Services Department, 700 McCaskill Road, Pinehurst, NC on Monday-Friday between 8:00 A.M. and 3:00 P.M.

Contractors offering a proposal must be licensed in accordance with North Carolina General Statutes for the type of work proposed. The Village reserves the right to waive informalities and to reject any or all bids for any reason.



Request for Proposal
Chinquapin and Magnolia Intersection &
Stormwater Improvement Project
September 18, 2024

The Village of Pinehurst, North Carolina (VOP) is seeking bid proposals from qualified contractors for the Chinquapin and Magnolia Intersection & Stormwater Improvement project.

The proposed project includes the installation of new curbing, sidewalks, etc. and related appurtenances to revamp the Magnolia/Chinquapin intersection to a 4-way stop, along with the installation of approximately 1,075 LF of RCP storm drain piping and related appurtenances. The project also includes approximately 2,500 SY of asphalt milling and road resurfacing.

Please note that the BASE BID for the project includes the intersection improvements only, and an ALTERNATE BID is being requested for the entire project. The Village of Pinehurst may elect to award the BASE BID and only proceed with construction of the intersection improvements, or may elect to award the ALTERNATE BID and construct the entire project.

Design plans prepared by McGill Associates are attached, along with a proposed Contract and the following items that shall be provided as part of the bid submittal:

- Itemized Proposal Form (BASE BID and ALTERNATE BID)
- Memorandum of Understanding for Performing Services or Construction

Sealed bids will be received until **2:00 p.m. on., Thursday, October 10th, 2024** and then publicly opened and read aloud

No interpretation of the meaning of the plans or other Bid Documents will be made orally. Any questions related to the project or the specific scope of work should be emailed to mapke@vopnc.org no later than 9:00 a.m. on Monday, October 7th, 2024. Questions received after this deadline may not be answered prior to bids being due.

The Village may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Work hours are limited to Monday through Saturday from 7:00 a.m. to 7:00 pm., excluding Village-observed holidays unless otherwise approved by the Village.

VOP reserves the right to waive informalities and to reject any and all bids for any reason and reserves the right to negotiate with the lowest responsible, responsive bidder.

Thank you for your interest!

BID SCHEDULE
VILLAGE OF PINEHURST
CHINQUAPIN AND MAGNOLIA INTESECTION AND STORMWATER IMPROVEMENTS

BASE BID					
INTERSECTION IMPROVEMENTS ONLY					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization/General Requirements	LS	1		
2	Demolition	LS	1		
3	Mill Out Existing Pavement, 2-inches	SY	520		
4	Curb Ramps	LS	1		
5	Detectable Warning Plates	EA	4		
6	Brick Sidewalk	SY	28		
7	Brick Sidewalk Repair	SY	16		
8	Brick Curb - Bullnose	LF	195		
9	2" S9.5B Asphalt Overlay	SY	520		
10	Striping	LS	1		
11	Stop Sign - Install and Relocation (Materials Provided by VOP)	EA	2		
12	Fine Grading/Backfill Curbs	LS	1		
13	Storm Drainage Flume with Covers and Frames	LF	37		
14	Pavement Repair	SY	50		
15	Restoration of Surfaces	LS	1		
TOTAL BASE BID PRICE					

BID SCHEDULE
VILLAGE OF PINEHURST
CHINQUAPIN AND MAGNOLIA INTESECTION AND STORMWATER IMPROVEMENTS

ALTERNATE BID					
INTERSECTION IMPROVEMENTS, STORM DRAINAGE, AND PARALLEL PARKING					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
16	Mobilization/General Requirements	LS	1		
17	Demolition (Includes Tree Removal)	LS	1		
18	Generic Water Line Relocation (Assume 4-inch Line)	LF	93		
19	Adjust Existing Valves, Manholes, Etc.	LS	1		
20	Mill Out Existing Pavement, 2-inches	SY	2,500		
21	Curb Ramps	LS	1		
22	Detectable Warning Plates	EA	6		
23	Brick Sidewalk	SY	28		
24	Brick Curb - Bullnose	LF	195		
25	Asphalt Curb	LF	316		
26	2" S9.5B Asphalt Overlay	SY	2,500		
27	Striping	LS	1		
28	Stop Sign (Materials Provided by VOP)	EA	2		
29	Fine Grading/Backfill Curbs	LS	1		
30	Pavement Repair	SY	750		
31	Tie In to Existing Catch Basin	EA	2		
32	Junction Box - 4' Manhole	EA	6		
33	Junction Box - 5' Manhole	EA	3		
34	Curb Inlet - 4'x4' Catch Basin	EA	2		
35	Curb Inlet - 3'x2' Catch Basin	EA	2		
36	Asphalt Curb Inlet - 4'x4' Catch Basin	EA	5		
37	Open Throat Inlet - 5' Manhole	EA	1		
38	30" RCP	LF	100		
39	24" RCP	LF	370		
40	15" RCP	LF	360		
41	Restoration of Surfaces	LS	1		
TOTAL ALTERNATE BID PRICE					



Memorandum of Understanding for Performing Services or Construction
(Revised 6/19)

Through the course of a year, the Village of Pinehurst contracts for various services and/or construction projects. The Village finds it necessary to impose certain minimum insurance and hold harmless requirements upon contractors performing the work.

In order to be considered an “eligible contractor/service provider” to complete services and/or construction projects as called upon, the contractor agrees to the following:

1. Contractor’s Independent Status

Contractor/service provider acknowledges that they are an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its services to the Village. The contractor/service provider agrees that there is no joint venture, partnership, or employer/employee relationship with the Village. Neither the Contractor nor its employees or agents shall look to Village for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits. Neither Contractor nor Village shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

2. General Provision

The contractor/service provider agrees to comply with the specifications and our requirements of the project and provide for the proper protection of employees and the public for any and all work performed. The contractor/service provider agrees to comply with all applicable federal, state and local regulations and requirements pertinent to the job or service being provided.

The contractor/service provider agrees to maintain insurance in types and amounts as noted below for as long as necessary to complete any job or service.

A. Workers' Compensation: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employers' liability with a limit of \$500,000.00 for each accident, \$500,000.00 bodily injury by disease, each employee; and \$500,000.00 bodily injury by disease, policy limit.

B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising liability and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage, if applicable and contractual liability. The coverage shall be written on an occurrence basis.

C. Business Auto Liability: Coverage shall have minimum limit of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

D. Professional Liability – If providing professional services such as legal, architectural, engineering, accounting or other service requiring specific licensure, coverage shall have minimum limits of \$1,000,000.00 per occurrence for errors and omissions.

E. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Village and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

3. Special Requirements

A. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor/service provider.” Renewal certificates shall be sent to the Village prior to any expiration date. There shall also be notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst, 395 Magnolia Road, Pinehurst, NC 28374 Attn: Risk Manager. It shall be the responsibility of the contractor/service provider to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

B. E-Verify – The contractor and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the Village. E-Verify is a Federal program operated by the US 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.

4. Hold Harmless

The contractor/service provider agrees to protect, defend, indemnify and hold the Village of Pinehurst and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractor/service provider. The contractor/service provider further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

This memorandum of understanding is considered valid for any and all work completed by the contractor/service provider during the Village of Pinehurst's fiscal year, defined as July 1 to June 30, or at the completion of an ongoing and existing project, whichever comes last.

Company Name

Address

Signature of Company Representative

Date

Print Representative Name



**Village of Pinehurst
Contract for Chinquapin and Magnolia Intersection & Stormwater
Improvement Project
State of North Carolina**

Unless otherwise modified in writing and agreed to by _____ (the Contractor) and the Village of Pinehurst, the following shall constitute the Agreement in full for the Chinquapin and Magnolia Intersection & Stormwater Improvement project.

Items Supplied by the Contractor:

1. Properly Executed Memorandum of Understanding (MOU) for Performing Services for Construction document, including Contractor's Independent Status, General Provision (with insurance requirements), Special Requirements, Hold Harmless clause, and additional information within the document. A copy of the MOU is attached to this Contract.
2. Insurance certificates documenting coverage in accordance with the MOU shall be provided and attached to this Contract. Contractor shall maintain proper insurance coverage at all times during the duration of this Contract.
3. Strict Compliance with all Federal, State, Local, and other applicable regulations including OSHA Standards and Regulations.
4. All manpower, equipment, materials, traffic control and other items as required to complete the proposed Scope of Work to the satisfaction of the Village. All materials, workmanship, and traffic control shall be in accordance with the standards specified by NCDOT and the Village. In the event of a conflict between these standards, the Village's standards shall govern.
5. The bidder also agrees that at the time of signing this Contract, he will furnish and deliver two (2) bonds, a Performance and Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Village of Pinehurst.

Terms and Conditions:

1. Work shall be invoiced in accordance with the unit prices included on the Itemized Proposal Form. The quantities provided in the Itemized Proposal Form are estimates. Payment will be made for each item based on actual quantities installed by the Contractor and confirmed by the Village representative.
2. Bidder must agree to commence work on a date to be specified in a written "Notice To Proceed" from the Village and to fully complete the project within 120 calendar days. Bidder also agrees to pay as general damages to the Village the sum of \$500.00 for each consecutive calendar day thereafter that the work has not been fully completed.
3. The Village of Pinehurst reserves the right to terminate this Contract at any time, for any reason, including (but not limited to) unsatisfactory workmanship by the Contractor, lack of timely response by the Contractor, or any other reason determined by the Village.
4. Once completed, the work shall be warrantied by the Contractor for a period of 1-year.

Accepted by Contractor:

Name (print)

Name (signature) Date

Company

Federal/State Tax ID #

Address

**Accepted by
Village of Pinehurst**

Name (print)

Name (signature)

Title

Date

Attest: _____
 Shannon Konstantinou, Village Clerk