

REQUEST FOR PROPOSALS

STREET REPAIR, RESURFACE AND PAVING OF A SPECIFIED AREA AT THE INTERSECTION OF OLD PUBLIC ROAD AND ESKONA STREET FY 2024-2025

Summary

The Town of Newland is seeking proposals from qualified contractors to complete main street repair, resurfacing and paving of a specified area at the intersection of Old Public Road and Eskona Street by adding gravel, as necessary, to cover the existing culvert and camber the area on either side; and paving with at least three inches of asphalt.

Scope of Work and Requirements

- General Scope:
 - Ensuring a minimum of eight inches of gravel, as necessary, above the existing culvert and camber the road on either side of the existing culvert; followed by paving with three inches of asphalt to an area 130 feet long by 17 feet wide, tapering both sides into adjoining driveways. Adding gravel and paving an additional area on Eskona Street of 23 feet wide by 25 feet long.
 - Furnish gravel to regrade and compact.
 - Pave at least one binding layer and one asphalt layer of no less than 3 inches each, compacting appropriately.
 - Grade asphalt towards drains, as appropriate; keep drains free of debris; and camber the area, tapering both sides into adjoining driveways.
 - Clean up any debris from the area.
- Technical Specifications
 - All work to be done in accordance with the latest version of North Carolina Department of Transportation's Standard Specifications for Road and Structures.
 - Gravel: see North Carolina Department of Transportation's Standard Specifications for Roads and Structures, dated January 2024
 - Asphalt: see North Carolina Department of Transportation's Standard Specifications for Roads and Structures, dated January 2024

Site Tour

Please contact Gary Lewis, Town of Newland, Public Works Supervisor at publicworks@townofnewland.org or 828- 733-2023, Option 6 to schedule a site visit before submitting a proposal. Site tours are mandatory. Anyone who does not complete a site tour will not be awarded the project.

Proposals Requirements

Submissions that do not include each of the six requirements listed below will not be considered.

1. References from at least three current or past clients with a similar project.
2. A description of experience
3. An overview of the company
4. An outline of pricing, payment terms and a sample contract
5. A timeline of project schedule
6. A certificate of insurance

Selection Criteria

Selection criteria will include, but not be limited to the following:

- Qualifications and experience
- References from previous clients
- Cost

Disclaimer

This Request for Proposals (RFP) is not an offer to purchase. The RFP is solely a request for expressions of interest and statements of qualifications. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between The Town of Newland and any other person can or will be created hereunder. The Town of Newland assumes no financial responsibility for the cost of preparation of proposals by respondents nor does it make any commitment to enter into a contract for service based on responses to this RFP.

Bid Timeline

Please submit a complete bid to The Town of Newland, two paper copies in a sealed envelope labeled, "Proposal for Street Repair, Resurfacing and Paving of a Specified Area at the Intersection of Old Public Road and Eskona Street", on or before 3:00pm EST on May 23, 2024. The bids should either be mailed or delivered in person during The Town of Newland's business hours. If delivering in person, please deliver to the Town Clerk at 301 Cranberry Street, Newland, NC 28657. If mailed, please mail to:

Town of Newland
ATTN: Town Clerk
PO Box 429
Newland, NC 28657

Submission Details

- The Town of Newland issues RFP: May 8, 2024
- Site tours: May 13 – May 17
- Deadline for submitting bids: May 23, 2024, at 3:00pm
- Bid opening: May 24, 2024, at 9:00am
- Board approval and contract signing: June 4, 2024
- Work to be completed before July 12, 2024

If a contractor has any questions about the contents of this RFP, or about any matters relating to it, the question must be directed in writing to the Town Administrator, Bill Bailey, via email at administrator@townofnewland.org. All questions will be responded to promptly via email.

Submission Checklist

Proposals should complete all the items on the checklist to be considered eligible for selection. The Town of Newland will choose the lowest responsible bidder.

- Submit the proposal on or before 3:00pm, May 23, 2024
- Submit two paper copies
- Visit the property for a tour
- Required materials are specified and included in proposal price
- References of three past clients
- Include a description of experience
- Include an overview of the company
- Include an outline of pricing, payment terms, and sample contract
- Include a timeline/project schedule (with project completion date before July 5, 2024)
- Include a certificate of insurance

Contract Terms

1. The work will be done:
 - a. For the total price of \$ _____
 - b. In accordance with the Request for Proposals for Street Repair, Resurfacing and Paving of a Specified Area at the Intersection of Old Public Road and Eskona Street (copy attached).
2. Contractor must provide a Performance Bond and Payment Bond acceptable to Owner.
3. The Performance Bond to be provided shall contain the following language:

“Any suit under the bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein.”
4. Contractor shall purchase insurance acceptable to Owner in an amount no less than \$1M to cover claims and expenses, including cost of defense, asserted against Owner, Architect and Construction Manager, their agents, employees and consultants for bodily injury, sickness, disease or death caused any act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner shall be primary insurance for the Owner with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
5. In all hiring related to this agreement, the Contractor is expected to advertise and afford equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, order of protection status, military status, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. The Contractor shall comply with the provisions of the Equal Opportunity Clause.
6. Work will not begin, nor will any payment be authorized absent submissions by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from the Contractor's insurance company.
7. The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents, and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by North Carolina law.
8. Contractor shall pay all reasonable attorney's fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of the Agreement and in defending any

proceeding to which the Owner is made a party as a result of the acts or omissions of the Contractor.

9. Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
10. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation, all disputes between the Owner and the Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractor shall be resolved in the District Court of Avery County, North Carolina in accordance with North Carolina law.
11. Contractor shall defend, indemnify, and hold harmless Owner from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
12. The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in performing the same or similar services in the locale where the project is located.
13. Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the project.
14. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
15. Contractor shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.

Town of Newland

Contractor

(Representative)

(Representative)

(Title)

(Title)

(Date)

(Date)