GASTONIA NC

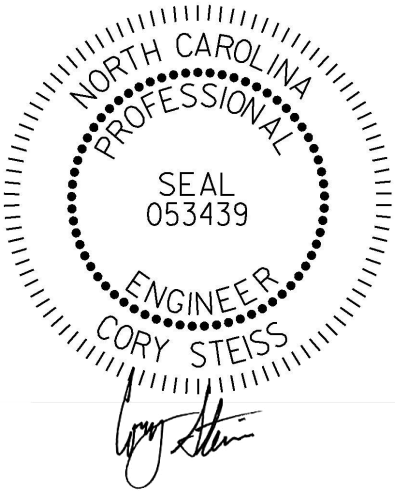
Great Place. Great People. Great Promise.

Post Office Box 1748
Gastonia, North Carolina 28053-1748
704-866-6943

Bid Documents

for

Speed Humps
2026



City of Gastonia
Engineering Department
150 South York Street
Gastonia, North Carolina 28052

CITY OF GASTONIA
ENGINEERING
INVITATION TO BID

Mailed and hand delivered proposals will be received by the City of Gastonia, N.C. on the third floor of the Garland Business Center, Development Services Department, 150 S. York Street., Gastonia, NC until **5:00 PM, Tuesday, November 24, 2026.** Bids will be reviewed by the Engineering Staff and bidders will be notified once an award has been made for the following:

SPEED HUMPS 2026

Bidders must be a licensed contractor in the State of North Carolina. Subject to the provisions of the State of North Carolina Contractor's Licensing Law, it will be necessary for the contractor to place his contractor's license number on the envelope containing his bid.

A set of the City of Gastonia Standard Specifications and Standard Details may be obtained free of charge on the City's website https://gastonianc.gov/city-specifications-standard-details/standard-details.html The City of Gastonia Standard Specifications and City of Gastonia Standard Details shall apply to this project.

No bid shall be withdrawn after the opening of bids without the consent of the City of Gastonia, for a period of sixty (60) days after the scheduled time of closing bids.

The award of any contract will be made by the City of Gastonia, North Carolina, to the lowest responsive, responsible bidder. Responsible bidder will be defined as one who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to perform the work successfully and promptly, and to complete the work within the time specified in the contract documents. At a minimum, responsible bidder shall be appropriately licensed by the State of North Carolina, have the capability of meeting insurance requirements, and be in compliance with Federal, State, and local laws and regulations applicable to the project.

The City of Gastonia reserves the right to reject any proposal for failure to comply with all requirements of this notice or of any of the contract documents; however, it may waive any minor defects or informalities at its discretion. The City of Gastonia further reserves the right to reject all proposals or award a contract which, in its judgment, is in the best interest of the City.

Envelopes containing bids shall be marked as follows:

Your Company's Address
License Number

TO: CITY OF GASTONIA
Post Office Box 1748
Gastonia, North Carolina 28053-1748

Attention: Margo Tauzel, Project Administrator

Bids on the **SPEED HUMPS 2026**

Bid Due Date: 5:00 PM, Tuesday, November 24, 2026

Instructions to Bidders

CITY OF GASTONIA
INSTRUCTIONS TO BIDDERS

Section 1.01 - Explanation to Bidders:

Any explanation regarding the meaning or interpretation of any contract, drawings, specifications or other Contract Documents must be requested in writing at least seven (7) days before the bid due date in order to allow sufficient time for receipt of reply before the bid date. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall acknowledge all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

It is the responsibility of each bidder to insure that they have received all addenda issued by the City and that such addenda are acknowledged as part of the bid submitted. All addenda will also posted on the city website at: gastonianc.gov.

Section 1.02 - Examination of Site:

Each bidder by making his bid represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform himself prior to bidding.

Section 1.03 - Easements and Permits:

A. Should portions of the improvements under this project be constructed on private property, the Owner will secure easements. Work performed on, or use of such easements, shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

B. The Contractor shall maintain his construction operations within the presently existing road right-of-way and the established easements throughout the project. In the event that the Contractor deems it necessary or advisable to operate beyond the limits of the existing right-of-way and established easement, he shall be responsible for making special agreements with the property owners. Immediately after an award of contract is made, the Contractor shall submit to the Owner a listing of those areas in which he deems it to be necessary to work outside of the road right-of-way or easements. The listing shall be subject to the approval of the Owner and as construction areas are secured by the Contractor, copies of all written agreements shall be placed on file with the Owner.

Section 1.04 - Examination of Bidding Documents:

Each bidder by making his bid represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Bid Documents.

Section 1.05 - Subsurface Exploration Data:

Bidders are advised to make their own borings, explorations, and observations to determine soil and ground water conditions. Bidders making their own borings, explorations and observations to determine soil and ground water conditions shall obtain permission from the property owner and/or appropriate regulatory agency prior to commencing borings.

Bidders are advised that construction of portions of this project may occur in areas of high groundwater and dewatering may be required. Bidders should thoroughly investigate and familiarize themselves with the conditions of the project site. The Owner will in no way entertain any claim from the Contractor for additional costs related to high groundwater or dewatering during construction of the project.

Section 1.06 - Interpretation of Contract Documents:

Questions regarding documents, discrepancies, omissions, or intent of the specifications of drawings shall be submitted in writing (email acceptable) to the owner through the Engineer at least 7 days prior to the bid date to

provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

Section 1.07 - Material Substitution:

Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful Contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the Contract Documents.

Section 1.08 - Approximate Quantities:

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated are approximate only. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work as defined in the Contract Documents.

Section 1.09 - Preparation of Bids:

A. Bids are to be made out on the bid form included in this document or the bid will be considered non-responsive. If any portion of the bid is required to be given in unit prices and totals, the unit prices shall prevail, unless it clearly appears in Owner's opinion that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Each bid shall contain a price for each and every item named in the bidding schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

B. Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

C. Alternative bids will not be considered unless specifically called for elsewhere in these specifications.

D. Bids must be in accordance with plans and specifications.

E. Telegraphic bids will not be considered; however, modifications received in writing to bids already submitted will be allowed if received prior to the time fixed in the Invitation to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

F. No escalation clause will be considered in the bid proposals unless specifically called for elsewhere in these specifications..

G. Bidders must bid on all items in each section as shown in the Proposal. Any changes, interlineations, erasures, modifications, or deletions in the Proposal not specified in the Contract Documents will make the Proposal irregular and subject to rejection.

Section 1.10 - Signing of Bid:

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

Section 1.11 - Bid Security:

N/A

Section 1.12 - Return of Bid Securities:

N/A

Section 1.13 - Agreement and Insurance:

The attention of bidders is specifically directed to the form of agreement to be executed and types of insurance to be taken out in the event a Contract award is made. (See section 1.27 of these instructions)

Section 1.14 - Designation of Subcontractors:

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work or labor or render service to the bidder on or about the construction site. Each bidder shall show on the form the portion of the work to be done by each subcontractor.

Section 1.15 - Bid Submittal:

Bids are to be submitted as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be acknowledged with the documents at the time of bid submittal.

Section 1.16 - Withdrawal of Bid:

Any bid may be withdrawn at any time prior to the hour fixed in the Invitation To Bid for the opening of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid. No bid can be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids, and negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw the bid subsequent to such bid opening.

Section 1.17 - Qualifications of Bidders:

A. It is the intention of the Owner to award a Contract only to a bidder who furnishes satisfactory evidence that they have the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

B. Each bidder shall submit with their bid the reference form contained in this document as well as, the executed bidder's qualifications, if applicable, and any other information required for this bid.

Section 1.18 - Disqualification of Bidders:

More than one bid for the same work described in this document from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested; provided however, that a party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf. If there is reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered and shall be rejected.

Section 1.19 - Non-Collusion Affidavit and Iran Divestment Act Certification:

(a) The attention of the bidder is directed to the requirement that a non-collusion affidavit completely executed by each qualified bidder shall be submitted as part of his bid. The form of affidavit is included in this Document.
(b) The contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor on the list.

Section 1.20 - Penalty for Collusion:

If at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

Section 1.21 – E-Verify:

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor. Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 1.22 - License:

Each bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to the Owner that the licenses are in effect during the entire period of the Contract.

Section 1.23 - Bid Opening:

Bids will be opened and reviewed by City staff as indicated in the Invitation to Bid.

Section 1.24 - Presence of Bidders at Opening:

N/A

Section 1.25 - Award of Contracts:

A. The Contract shall be awarded by the City as soon as practicable after the bid opening, subject to the reservations contained in Paragraph 1.27 hereof.

B. In case of error in the extension of prices, the unit bid price shall govern. The City of Gastonia reserves the right to waive any informality in bids at its discretion.

C. The award of any Contract will be made to the lowest responsive responsible bidder. Failure to comply with the requirements of these Instructions to Bidders may lead to the bid being considered non-responsive. Owner reserves the right to waive irregularities or informalities at its discretion.

Section 1.26 - Acceptance or Rejection of Bids:

City reserves the right to accept or to reject in whole or in part any and all bids submitted. The City also reserves the right to accept or reject any and all phases, sections, or alternates of the bids submitted; however, it may waive any minor defects or informalities at its discretion.

If the City accepts less than the total of all bids submitted in the proposal, then the revised time allowed for completion shall be specified in the Notice to Proceed.

Section 1.27 - Contracts, Bonds, and Insurance:

A. The bidder to whom the award is made shall enter into a written Contract with the City, and/or issued a purchase order within the time specified in the Proposal.

B. N/A No bonds are required for this contract

C. The successful bidder shall secure and maintain such insurance policies as are required by the City.

Section 1.28 - Effective Date of Award:

If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some officer or agent of the Owner duly authorized to give such notice.

Section 1.29 - Execution of Agreement:

Three (3) copies of the Agreement (if applicable) shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within 10 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. In some cases, only a purchase order will be issued.

Section 1.30 - Failure to File Insurance:

Failure of a successful bidder to file required insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest responsive, responsible bidder.

Section 1.31 - Commencement and Completion of Work:

The successful bidder shall commence work within (10) calendar days from and after the issuance by the Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents.

Section 1.32 - Materials Furnished by Contractor:

This Contract provides that the Contractor shall furnish all materials required to construct the proposed improvements.

Section 1.33 -Unclassified Excavation:

This Contract includes excavation on an unclassified basis. The cost of all excavation necessary for the installation of the storm sewers, sanitary sewers, and water main and appurtenances required under this Contract will be merged into the price per foot for pipe installed or appurtenances thereto. Excavation for roadway pavements shall be paid under the lump sum amount set forth in the proposal. Additional excavation beyond the limits shown by the Contract Documents and authorized by the Engineer shall be paid for under the unit price established for the undercut excavation. Rock excavation shall be paid as described in Unclassified Earthwork section of the Special Provisions

Section 1.34 - Brand Names: (Shop Drawings):

Names of certain brands, makes or definite specifications are to denote quality standards of the articles desired, but do not restrict bidders to the specific brand, make or manufactured name; it is only to set forth and convey to the prospective bidders the general style, type, character and quality of the article desired.

The Contractor has the option of furnishing the specified product or of offering to furnish products equal in all respects to those specified. The Contractor shall submit two (2) copies of shop drawings for approval of an equal product by

the City. These shop drawings must be submitted for approval by the time indicated in the Invitation to Bid for the pre-bid conference. An addendum will be issued for approved equal products. The decision as to equality then rests on the opinion of the City Engineer.

Section 1.35 - Delivery Point and Transportation Costs:

Delivery point shall be Gastonia, North Carolina. The bid price shall be the delivered price and shall include all transportation costs incurred in shipping the equipment and materials from the manufacturer to delivery point.

Section 1.36 - Federal, State and Local Taxes:

The contract price shall include applicable Federal, State and local taxes in effect on the contract date and any inconsistent language on the purchase order should be disregarded; however, any applicable sales or use tax shall be separately identified from the contract price on any invoice rendered. Pursuant to Section .1700, et.seq., of the North Carolina Administrative Code (Revenue Sales and Use Tax), should Purchaser be entitled by law to a refund from any tax included in the contract price, the amount received shall be paid to Purchaser and Vendor shall have no claim thereto.

Section 1.37 - Delivery Time:

The maximum time necessary for bidder to make delivery, from time of award or notification shall be as stated in Section 1.42. Failure to perform within the time specified in Section 1.42 shall subject the successful bidder to such charges as prescribed in the Contract or these specifications.

Section 1.38 - Corporate Surety Bond:

N/A

Section 1.39 - Line and Grade Stakes:

The Engineer will provide the necessary line, offset, grade and reference stakes and bench marks and elevations prior to the Contractor's starting the work or any section of the work as may be agreed on beforehand between the Engineer and Contractor. Thereafter it shall be incumbent upon the Contractor to maintain the survey information required by him to carry out the work in accordance with the plans and specifications. In the event that stakes or bench marks are destroyed or moved for any reason and under any circumstances, it shall be the Contractor's obligation to restore such stakes under the supervision of the inspector. Any costs involved in restoring survey information, except the time of the inspector, shall be borne by the Contractor.

Section 1.40 - Warranty:

The successful bidder, as Contractor, must warrant to the City that all supplies and materials furnished under the original Contract and any supplemental orders will be free of defects and poor workmanship. In addition, Contractor shall be held responsible to the City for correcting any defects which may become evident in the work constructed under the terms of this Contract including the replacement of any pipe or any other appurtenant item due to faulty materials and/or workmanship for a period of one (1) year from date of acceptance of the work.

Section 1.41 - Bid Quantity and Increase in Quantity of Work:

Bidders shall base bid price on the quantities listed on the Proposal. The City reserves the right to increase or decrease these quantities, either at the time the Contract is awarded, or at later dates by supplement orders during the time of this Contract.

Section 1.42 - Performance and Delivery Time:

The Contractor, within ten (10) calendar days following the "Commence Work" date specified in the NOTICE TO PROCEED issued by the City Engineer, (after approval of the Contract by the Gastonia City Council), shall begin work as set forth in the plans, specifications, and Proposal. All work shall be completed in all events to the point of FINAL ACCEPTANCE by the date specified in the Notice to Proceed.

A. Time of the Essence

It is agreed that time is of the essence; and as a result, unless prevented by strikes, accidents, or other causes beyond the Contractor's control, the Contractor shall deliver the materials and perform the services, or both, as provided herein within the limits specified above. Failure of the Contractor to perform in the time specified above shall be deemed sufficient reason for default of the contract or forfeiture of the performance bond, or both.

B. Liquidated Damages:

Time is the essence of the contract. In the event the Contractor shall fail in the performance of the work specified and required to be performed within the time limit set forth in the Agreement, after due allowance for any extension or extensions of time made in accordance with provisions hereinbefore set forth, the Contractor shall be liable to the City, as liquidated damages and not as a penalty, in the amount of **$500.00** for each and every calendar day that the Contractor shall be in default of completion. The City shall have the right to deduct the liquidated damages from any amount due, or that may become due the Contractor, or to collect the liquidated damages from the Contractor or its surety.

The above liquidated damages are for each calendar day from the date stipulated for completion in the NOTICE TO PROCEED until such work is satisfactorily completed and accepted in accordance with the terms of this agreement. This amount will be deducted from any monthly payment due the contractor by the City or collected from the sureties whichever is deemed expedient by the City.

The City Engineer may waive or make any adjustment to such portions of the Liquidated Damages as may occur after the work has been completed through the placing of the pavement or completion of the structure and to the extent that it is in condition for safe and convenient use by the traveling public.

C. The period of time for completion set forth in the Agreement shall be extended in amount equal to time lost due to causes which could not have been foreseen or which were beyond the control of the Contractor, and which were not the result of his fault, negligence, or deliberate act. Extension of time for completion shall also be allowed for delays in the progress of work caused by any act or omission on the part of City or its employees, or by other Contractors employed by City, or delay due to an act of the Government, or for any delay in the furnishing of plans and necessary information by the Engineer, or for any other cause in the opinion of the Engineer entitling the Contractor to an extension of time. Strikes and labor disputes shall be cause for an extension of time. Weather shall not be considered as a cause for an extension of time.

D. The Contractor shall notify the Engineer within fifteen (15) days of any occurrence which in the Contractor's opinion entitles him to an extension of time for completion. Such notice shall be in writing. The Engineer shall acknowledge in writing receipt or any such claim by the Contractor within five (5) days or its receipt.

Section 1.43 - Workmen's Compensation Insurance Required:

The Contractor will be required to carry Workmen's Compensation Insurance on the men employed by him or his subcontractors on this work, according to the North Carolina State Law, and to furnish the City a Certificate to that effect at the time of the delivery of the signed Contract to the City.

Section 1.44 - Public Liability Insurance Required:

The Contractor shall be required to carry Public Liability Insurance to protect the Contractor and the City against the result of injuries caused to persons to the extent as stipulated in the General Conditions, and to furnish the City a Certificate evidencing the fact at the time of
the delivery of the signed Contracts to the City.

Section 1.45 - Monthly and Final Payments:

The Contractor shall submit to the Project Administrator, City of Gastonia, Engineering Division, P.O. Box 1748, Gastonia, North Carolina an invoice for all work done and for materials stored or stockpiled on the job site during the preceding month. The City Engineer shall verify all quantities and amounts shown upon the invoice and shall have a monthly estimate prepared based on the Contract unit prices showing all work performed and the value of materials stored or stockpiled on the job site to date under this Contract. Upon approval of the monthly estimate by the City Engineer the estimate shall be forwarded to the Finance Director for payment. Payment shall be made in accordance to the following terms within 30 days of the receipt of the approved invoice.

A. Monthly or partial payments may be made once a month. Retainage for monthly or partial payments shall be determined as provided in N.C.G.S. 143-134.1. (A copy of N.C.G.S. 143-134.1 follows these instructions) The time and method of payment of any retainage withheld shall also be determined as provided in N.C.G.S. 143-134.1

B. Final payment shall be made within thirty (30) days of completion of all work specified in this Contract and the acceptance of this work by the City Engineer. Final payment shall be based on the Contract unit price and the quantity on each item as finally determined by the City Engineer through field measurements and investigations.

Section 1.46 - Standard Specifications and Standard Drawings:

The City of Gastonia "Standard Specifications" and "Standard Details" booklets are hereby incorporated by reference and made a part of this Contract. All work, materials, or services provided under this Contract shall be in accordance to "Standard Specifications" and "Standard Details" unless excepted in the Special Provisions or Project Plans.

Section 1.47 - Progress Report and Construction Schedule:

The Contractor shall be required to submit a proposed Construction Schedule on or before the Construction start date. The schedule will include an itemized account of construction activities planned, on a week by week basis, for each month throughout the duration of the Project Contract Period. A Flow Chart detailing Construction Activities and Durations using the Critical Path Method (CPM) is suggested for Project Evaluation, although a conventional Bar Chart will be accepted as a means of conveyance of Project Progress.

In the event multiple projects are included in the contract, each shall be completed prior to the start of another. The same work force shall not be assigned sparsely to simultaneously pursue multiple projects. So as not to arbitrarily interfere with the contractor's scheduling, the contractor may submit a schedule indicating the manpower and equipment to be used on multiple projects in consecutive order. To secure the City Engineer's approval, the contractor must show that the schedule will not allow for any intervening intervals of idle, non-productive time on either Project(s) considered for multiple construction starts.

In addition to the above requirement, a Running Progress Report will be required of the Contractor. This should be of the same format as the Construction Schedule and will indicate Actual Project Completion as compared with the Proposed Schedule. The Contractor shall submit the Progress Report each month with his invoice for payment. Failure to comply with this requirement may be considered grounds to hold up any monthly payment due the Contractor.

Section 1.48 - Subcontractors:

The Contractor shall, as soon as practicable after the award of the Contract, notify the City Engineer in writing of the names and addresses of all subcontractors proposed for the work not designated in the proposal and shall employ only those subcontractors approved by the City Engineer.

The Contractor agrees that he is fully responsible to the City for the acts, works or omissions of his subcontractors and of persons either directly or indirectly employed by them to perform work under this contract.

Nothing contained in the Contract Documents shall create any contractual relation between the City and any of the subcontractors employed by the Contractor.

The Contractor shall not sublet more than 45% of the work performed under this contract with the City.

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work, labor, or render service to the bidder on or about the construction site. Each bidder shall show on the form the portion of the work to be done by each subcontractor.

Section 1.49 - Competent Person, Certification by OSHA, etc.:

Prior to beginning construction, the Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall meet all OSHA requirements, including but not limited to, certification as a Competent Person. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City, and shall be present at the job site during any and all construction activity.

All construction shall be in compliance with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

City reserves the right to immediately suspend all work at the job site without prior notice to Contractor after a determination is made by the City Engineer, or his designee, of non-compliance by Contractor with any contractual requirement or of a violation of any applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction, concerning the safety of persons or property, or concerning the protection of the same from damage, injury, or loss. In the event of an immediate suspension of work at the work site by City, Contractor waives any right to claim additional compensation for time lost and expenses incurred in correcting the non-compliance or violation, and further waives any claim for extension of time in which to complete the entire contract obligation.

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WEST'S NORTH CAROLINA GENERAL STATUTES ANNOTATED
CHAPTER 143. STATE DEPARTMENTS, INSTITUTIONS, AND COMMISSIONS
ARTICLE 8. PUBLIC CONTRACTS

§ 143-134.1. Interest on final payments due to prime contractors; payments to subcontractors

(a) On all public construction contracts which are let by a board or governing body of the State government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. However, when the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on the project to complete his contract. Should final payment to any prime contractor beyond the date the contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, the prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on the unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the provisions of this section and the payment provisions of the contract documents that do not conflict with this section, or the prime contractor shall be paid interest on any unpaid amount at the rate stipulated above for delayed final payments. The interest shall begin on the date the payment is due and continue until the date on which payment is made. The due date may be established by the terms of the contract. Funds for payment of the interest on state-owned projects shall be obtained from the current budget of the owning department, institution, or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of the conditions, interest on the reasonable sum shall not apply.

(b) Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. If any periodic or final payment to the subcontractor is delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on the unpaid balance as may be due.

(b1) No retainage on periodic or final payments made by the owner or prime contractor shall be allowed on public construction contracts in which the total project costs are less than one hundred thousand dollars ($100,000). Retainage on periodic or final payments on public construction contracts in which the total project costs are equal to or greater than one hundred thousand dollars ($100,000) is allowed as follows:

(1) The owner shall not retain more than five percent (5%) of any periodic payment due a prime contractor.

(2) When the project is fifty percent (50%) complete, the owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the architect, engineer, or owner has been corrected by the contractor and accepted by the architect, engineer, or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

(3) A subcontract on a contract governed by this section may include a provision for the retainage on periodic payments made by the prime contractor to the subcontractor. However, the percentage of the payment retained: (i) shall be paid to the subcontractor under the same terms and conditions as provided in subdivision (2) of this subsection and (ii) subject to subsection (b3) of this section, shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Subject to subsection (b3) of this section, any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.

(4) Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

(5) The existence of any third-party claims against the contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.

(b2) Full payment, less authorized deductions, shall also be made for those trades that have reached one hundred percent (100%) completion of their contract by or before the project is fifty percent (50%) complete if the contractor has performed satisfactorily. However, payment to the early finishing trades is contingent upon the owner's receipt of an approval or certification from the architect of record or applicable engineer that the work performed by the subcontractor is acceptable and in accordance with the contract documents. At that time, the owner shall reduce the retainage for such trades to five-tenths percent (0.5%) of the contract. Payments under this subsection shall be made no later than 60 days following receipt of the subcontractor's request or immediately upon receipt of the surety's consent, whichever occurs later. Early finishing trades under this subsection shall include structural steel, piling, caisson, and demolition. The early finishing trades for which line-item release of retained funds is required shall not be construed to prevent an owner or an owner's representative from identifying any other trades not listed in this subsection that are also allowed line-item release of retained funds. Should the owner or owner's representative identify any other trades to be afforded line-item release of retainage, the trade shall be listed in the original bid documents. Each bid document shall list the inspections required by the owner before accepting the work, and any financial information required by the owner to release payment to the trades, except the failure of the bid documents to contain this information shall not obligate the owner to release the retainage if it has not received the required certification from the architect of record or applicable engineer.

(b3) Notwithstanding subdivisions (2) and (3) of subsection (b1) of this section, and subsection (b2) of this section, following fifty percent (50%) completion of the project, the owner shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%) as set forth in subdivision (1) of subsection (b1) of this section, in order to allow the owner to retain two and one-half percent (2.5%) total retainage through the completion of the project. In the event that the owner elects to withhold additional retainage on any periodic payment subsequent to release of retainage pursuant to subsection (b2) of this section, the general contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by the owner, notwithstanding the actual percentage of retainage withheld by the owner of the project as a whole.

(b4) Neither the owner's nor contractor's release of retainage on payments as part of a payment in full on a line-item of work under subsection (b2) of this section shall affect any applicable warranties on work done by the contractor or subcontractor, and the warranties shall not begin to run any earlier than either the owner's receipt of a certificate of substantial completion from the architect, engineer, or designer in charge of the project or the owner receives beneficial occupancy.

(b5) The State or any political subdivision of the State may allow contractors to bid on bonded projects with and without retainage on payments.

(b6) Nothing in subsections (b1), (b2), (b3), and (b4) of this section shall operate to prevent any agency or any political subdivision of the State from complying with the requirements of a federal contract or grant when the requirements of the federal contract or grant conflict with subsections (b1), (b2), (b3), or (b4) of this section. Each bid document must specify when federal preemption of this section shall apply.

(c) Deleted by S.L. 2007-365, § 1, eff. Jan. 1, 2008.

(d) Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the owner.

(e) Nothing in this section shall prevent the owner from withholding payment to the contractor in addition to the amounts authorized by this section for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Current through S.L. 2007-552 (End) of the 2007 Regular and Extra Sessions.

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END OF DOCUMENT

Special Provisions

Section 1.10 - Contingency Allowance

This item is a contingency allowance to be determined by the City and included in the contract. This allowance shall be used only upon issuance of a written work order by the Engineer. Any unused portion of the allowance remaining at the completion of the contract shall revert to the City as a credit. While the City will set the amount based on the total bid, for bond purposes, the Bidder may assume that the amount will be 15% of his bid rounded up to the nearest $1,000.

Section 6.00 - Bituminous Asphalt Speed Humps

A speed hump is a raised area in the roadway pavement surface extending transversely across the travel way. The hump is constructed of Bituminous Concrete Surface Course. The construction of the speed humps shall conform to the attached detail following these special provisions, Payment for this item shall be based on the contract unit price per each installed speed hump. All materials, labor, equipment and work performed or supplied under this item shall be as specified in NCDOT Standard Specifications, latest revisions including, but not limited to, Sections 605, 609, 610, 611, 612, 620, 640, & 645 thereof.

All job mix formulas (JMF) must be submitted to the Project Engineer at least five business days prior to production. Before any bituminous material is to be placed, the Project Engineer must approve the job mix formulas for all mixes. The Contractor shall have a copy of the approved JMF on site at all times.

Any recycled asphalt to be used on this project must meet requirements as specified in Section 610-3 of the above referenced specifications. All equipment used to produce said mix must meet all applicable requirements of Article 610-5 and which has been modified to accommodate the hot recycling process. The plant shall have been certified in accordance with the requirements of Section 610. Payment for said item will be included in the cost of asphalt being placed. There will not be a separate contract bid price for recycled asphalt.

The Contractor is required to do all testing as outlined in Section 609 of the NCDOT Standard Specifications (January 2024 or latest update).

If the results do not meet minimum requirements set forth in the specifications, the Contractor will not be allowed to place any additional asphalt until given a written notice from the Project Engineer stating that the problems have been resolved.

Reduction in payment will be made for any asphalt material placed during the month which is being billed, which does not meet the minimum requirements stated above. The payment reduction for Bituminous Concrete Binder and Surface course shall be as indicated in Section 610-13.

No asphalt will be placed except in the presence of the Field Engineer. The Contractor must notify the field personnel at least 48 hours prior to beginning paving operations. The City's inspector prior to payment shall sign all tickets received for said item.

Section 620 of the NCDOT Specifications are to be followed except for the following changes: The price of the asphalt cement is to be included in the contract price per ton for Binder and Surface. This provision covers the method of price adjustment for increases and decreases in the construction of asphalt cement in paving mixtures use pursuant to this contract.

The "Basic Bituminous Material Index" for this project is $752.50.

In determining the adjusted unit prices for the material specified in this provision, the following formula shall be used:

$$A = B + \{(D - C) \times E\}$$

where

A = Adjusted Unit Price of Plant Mix per Ton
B = Contract Unit Bid Price of Plant Mix per Ton
C = Basic Bituminous Material Index + 5%
D = Monthly Avg. Terminal F.0.B. Selling Price
E = Percentage ofAsphalt Cement in Plant Mix, by weight

Payment for this work will be made at the contract unit bid price per ton for "Bituminous Concrete Binder (119.0B-D)", "Bituminous Concrete Surface ($9.5B-D)". No additional payment will be made for the asphalt cement which is to be included in the material. This cost shall be included in the price per ton for each item as noted above.

Alternate:
Payment for this work will be made as follows
Asphalt Concrete Intermediate Course, Type I 19.0X per ton.
Asphalt Concrete Surface Course, Type S(F) 9.5X per ton.
Asphalt Binder for Plant Mix, Grade PG NN-NN per ton based on

$A = B + (D - C)$
Where A= Adjusted Contract Unit Price
B= Contract Unit Price
C= Base Price Index
D = Monthly Average Terminal F.0.B. Selling Price

The contractor shall, upon direction of the Engineer, flush, sweep, dry or otherwise prepare the surface to be paved / resurfaced to an appropriate and suitable condition. There will be no additional payment for this item.

Section 10.00 - Traffic Control

All materials, labor, equipment and work performed or supplied under this item shall conform to but is not limited to Sections 105 and 1089 of the NCDOT Standard Specifications, Section 2.06 of the City of Gastonia's Standard Specifications.

Continuous two-way traffic must be maintained except between the hours of 8:30 am and 4:00 p.m. When the traffic flow is restricted to one lane the Contractor shall provide flagmen at each end of the construction area to direct traffic. At no time can traffic flow be completely stopped for more than five minutes.

It shall be the responsibility of the Contractor to supply any and all traffic control devices necessary to direct or control the traffic during construction. This work shall consist of the furnishing, installation, maintenance, relocation and removal of signs, traffic cones, barrels, barricades, warning lights, flaggers, removal of conflicting pavement markings and other traffic control devices which are used for the purpose of warning or directing traffic during construction of the project.

A traffic control plan is to be submitted to the City Traffic Engineer and approved prior to commencement of any work on the job site. This plan should include all construction signs, barricades, flashing arrow panels, and any other traffic control devices to be utilized in the construction limits of the project. The plan is to be used to show any lane closures which may occur during construction. Also, this

plan should show how traffic will be shifted during the construction of the proposed utilities. This plan must be approved by the City Traffic Engineer and kept on site at all times to ensure proper traffic control is installed, All devices shall meet the requirements of the MUTCD, "Manual of Uniform Traffic Control Devices".

When the Traffic Control Plan does not cover a particular work fiction the contractor shall submit to the Engineer for approval a proposed sequence of operations and a compatible method of maintaining traffic. The proposal should be submitted at least 2 weeks before use to allow adequate time for review and approval. The proposal submitted by the Contractor shall be thoroughly planned and scheduled, and any potentially unsafe condition shall be minimized such that motorists and workers are protected at all times. The proposal will be required to be approved by the Engineer before the contractor begins work.

In the event the Engineer finds that traffic control is not being provided as outlined, then the contractor will be notified. If the conditions are not corrected within the same day, then all work shall be suspended until such conditions are corrected. The engineer may withhold partial payment for any work on this contract if traffic control is not being provided in accordance with the special provisions.

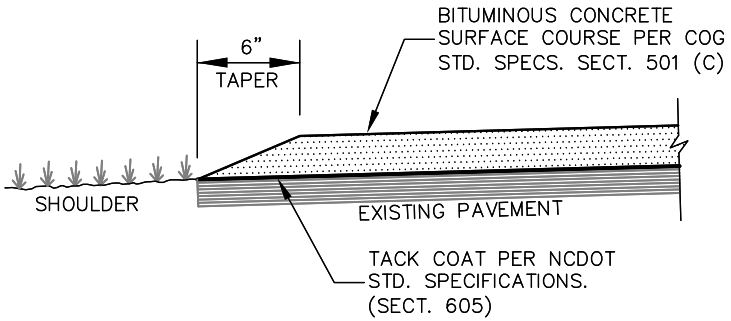
There will be no direct payment for this item and all costs associated shall be included in the contract unit price for Bituminous Concrete Surface Course 8 9.5 B.

Section 10.01 - Pavement Markings

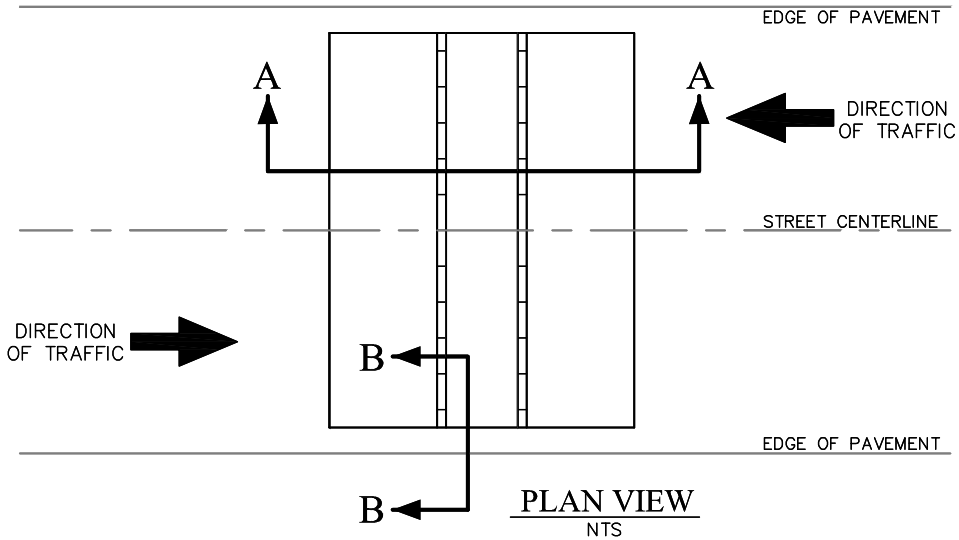
All materials, labor, equipment and work performed or supplied under this item shall be as specified in the NCDOT Standard Specifications latest revisions including, but not limited to, Section 1205, and 1250 Thereof, and City of Gastonia Standard Details 71D-39B and 71D-40B.

The Contractor will be responsible for removing any raised reflective pavement markings located along this project where an asphalt overlay is to be placed. No direct payment will be made for this item, but should be included in contract unit bid for other items.

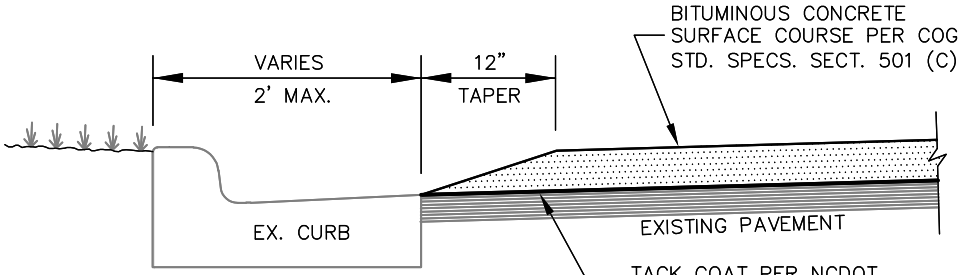
Payment shall be full compensation for all labor, equipment, furnishing, installation, preparing the pavement and removal and unacceptable pavement markings. Payment shall be at the contract unit bid price per linear foot for Pavement Marking Lines, per each for Pavement Marking Symbols and per each for Pavement Marking Characters.



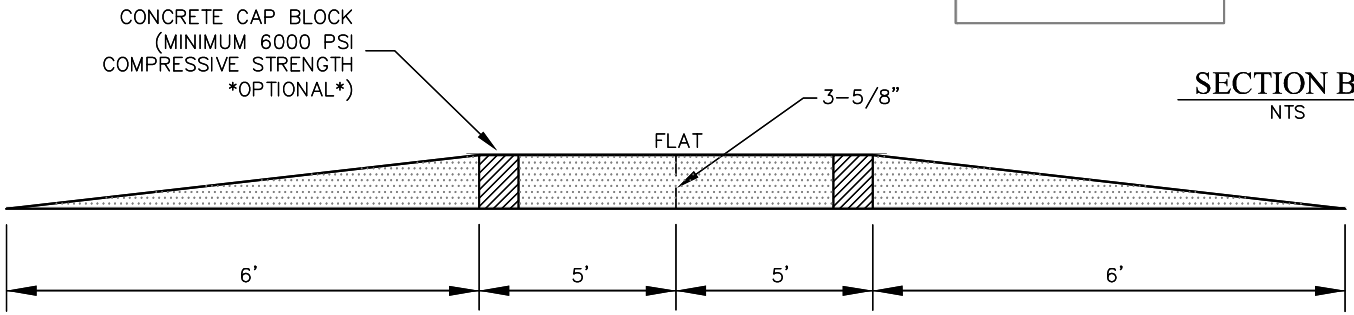
SHOULDER DETAIL FOR STREETS WITHOUT CURBS
NTS



PLAN VIEW
NTS



SECTION B-B
NTS



SECTION A-A
NTS

REVISED	F.B.	PG.	DATE: 08/21/11
			SCALE: None
			DRAWN BY: MGB
			CHECKED BY: GVS, DKL
			CITY ENGINEER: CCB

Standard Detail

FLAT TOP ROAD HUMP

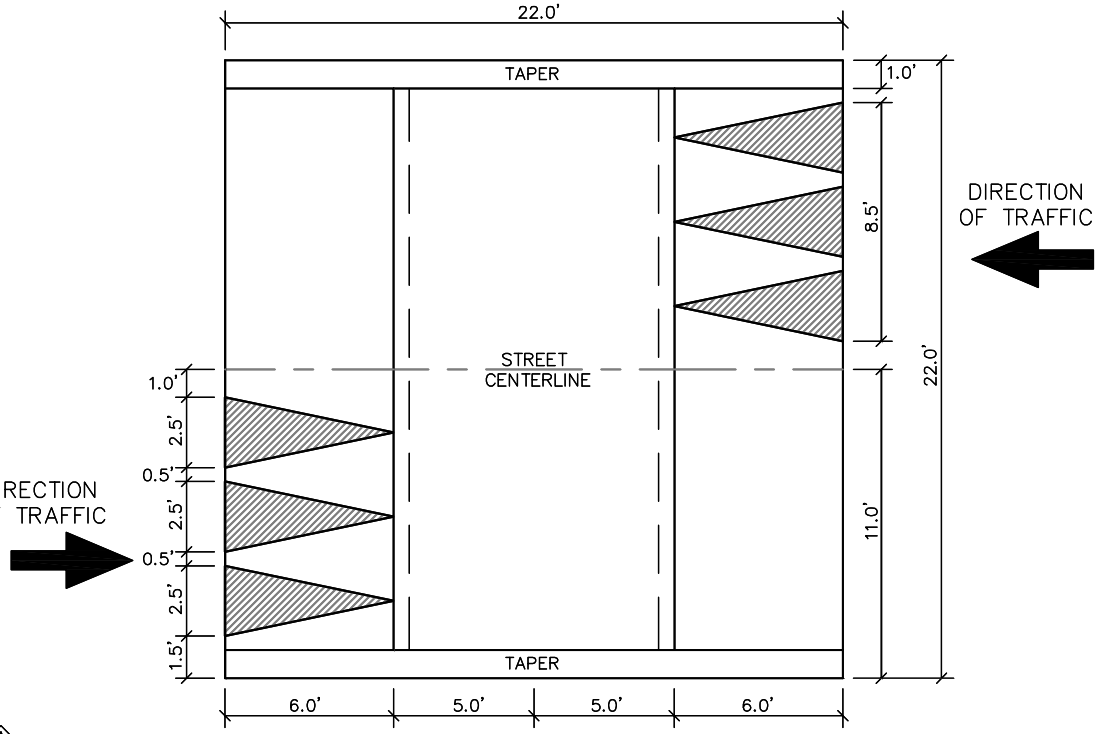
OFFICE OF THE
CITY ENGINEER
GASTONIA, N.C.

FILE NO. 71D-39A

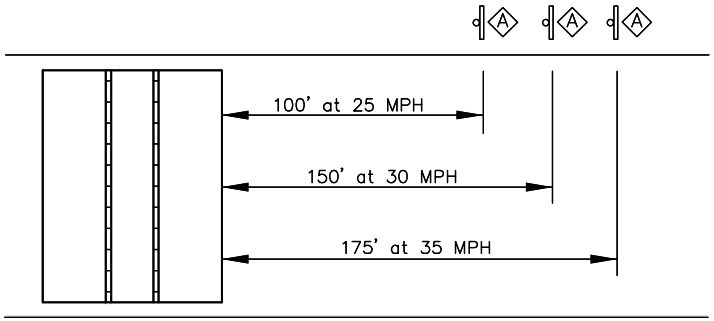


ONE SIGN
EACH DIRECTION

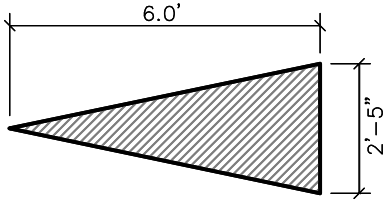
SIGNAGE
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TYPICAL PAVEMENT MARKINGS
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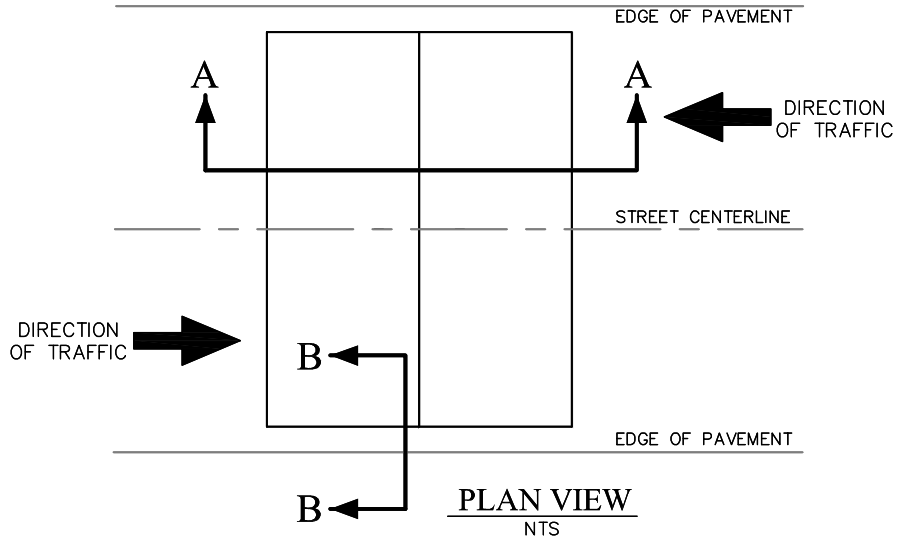


ROAD SPEED AND SIGN PLACEMENT
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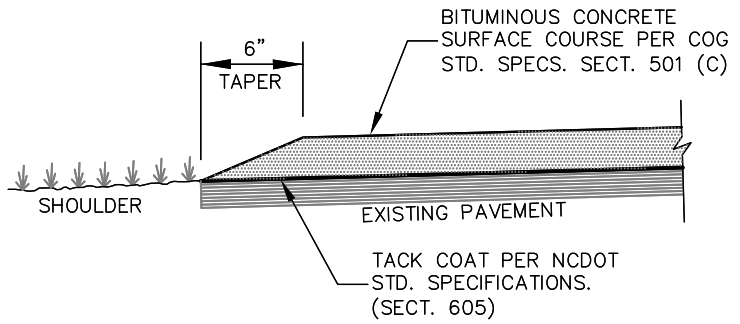


NOTE: WHERE SPEED HUMPS NEED TO BE VISIBLE UNTIL THE PAVEMENT CURES TO ALLOW THE PLACEMENT OF THERMOPLASTIC, WHITE TEMPORARY MARKING PAINT SHALL BE USED AND MAINTAINED UNTIL THERMOPLASTIC MARKINGS ARE PLACED.

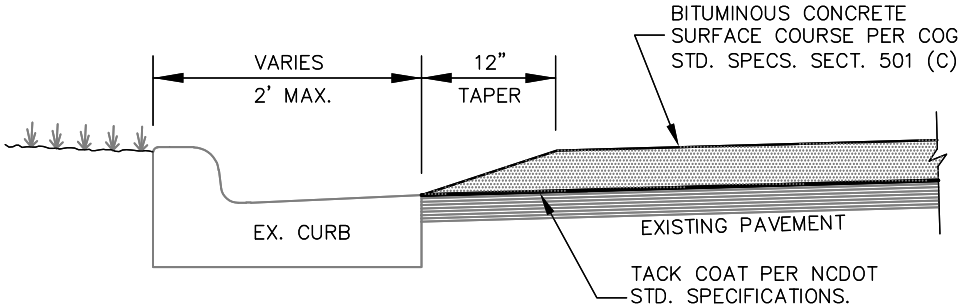
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			CHECKED BY: GVS, DKL		
			CITY ENGINEER: CCB		



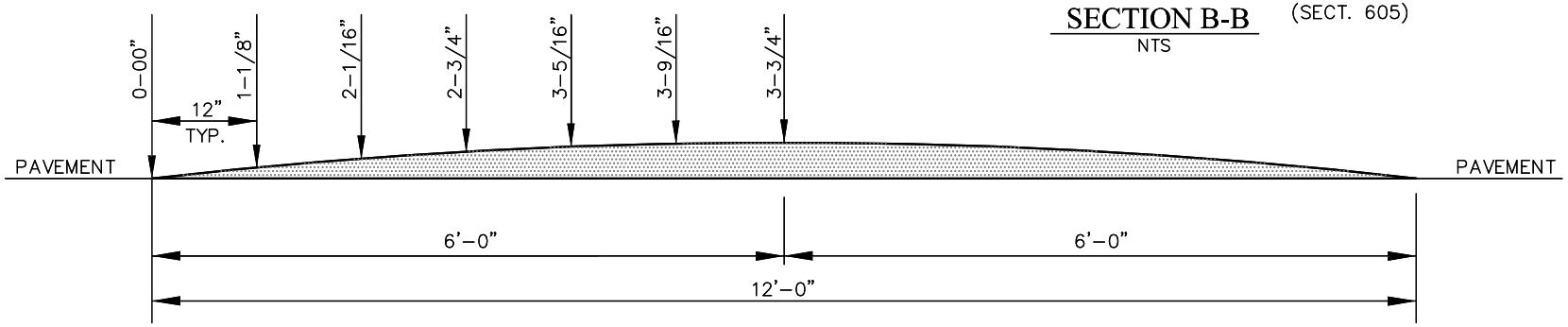
PLAN VIEW
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SHOULDER DETAIL FOR STREETS WITHOUT CURBS
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SECTION B-B
NTS



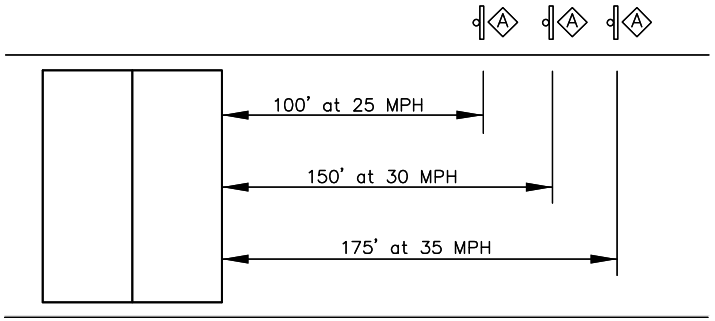
SECTION A-A
NTS

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			CITY ENGINEER: GVS		

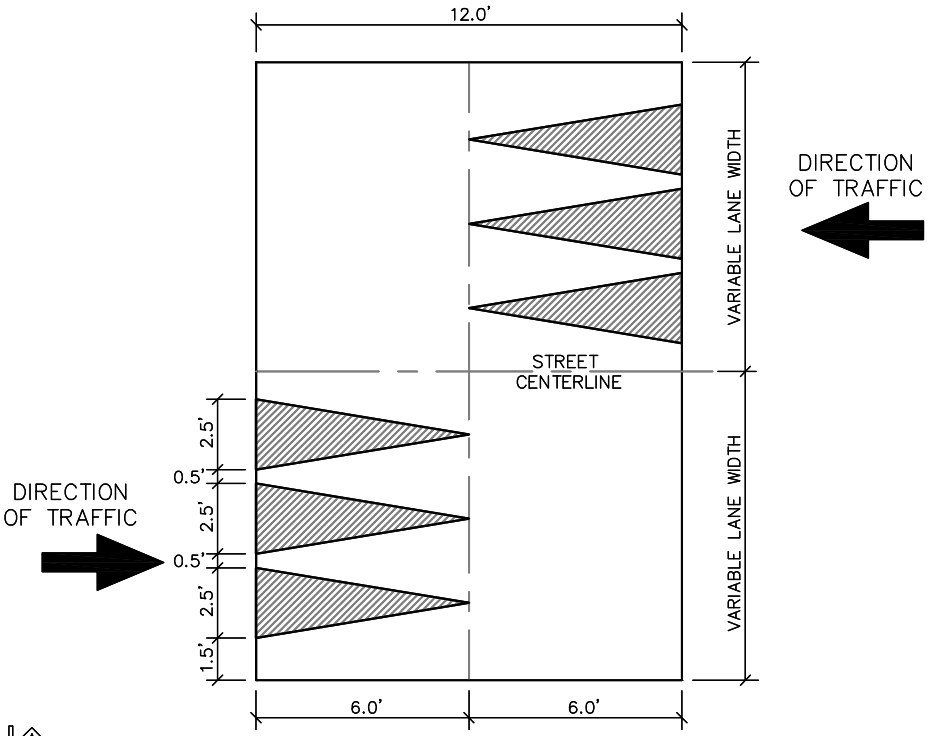


ONE SIGN
EACH DIRECTION

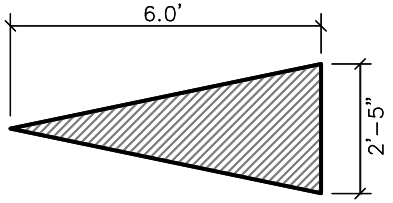
SIGNAGE
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ROAD HUMP AND SIGN PLACEMENT
NTS

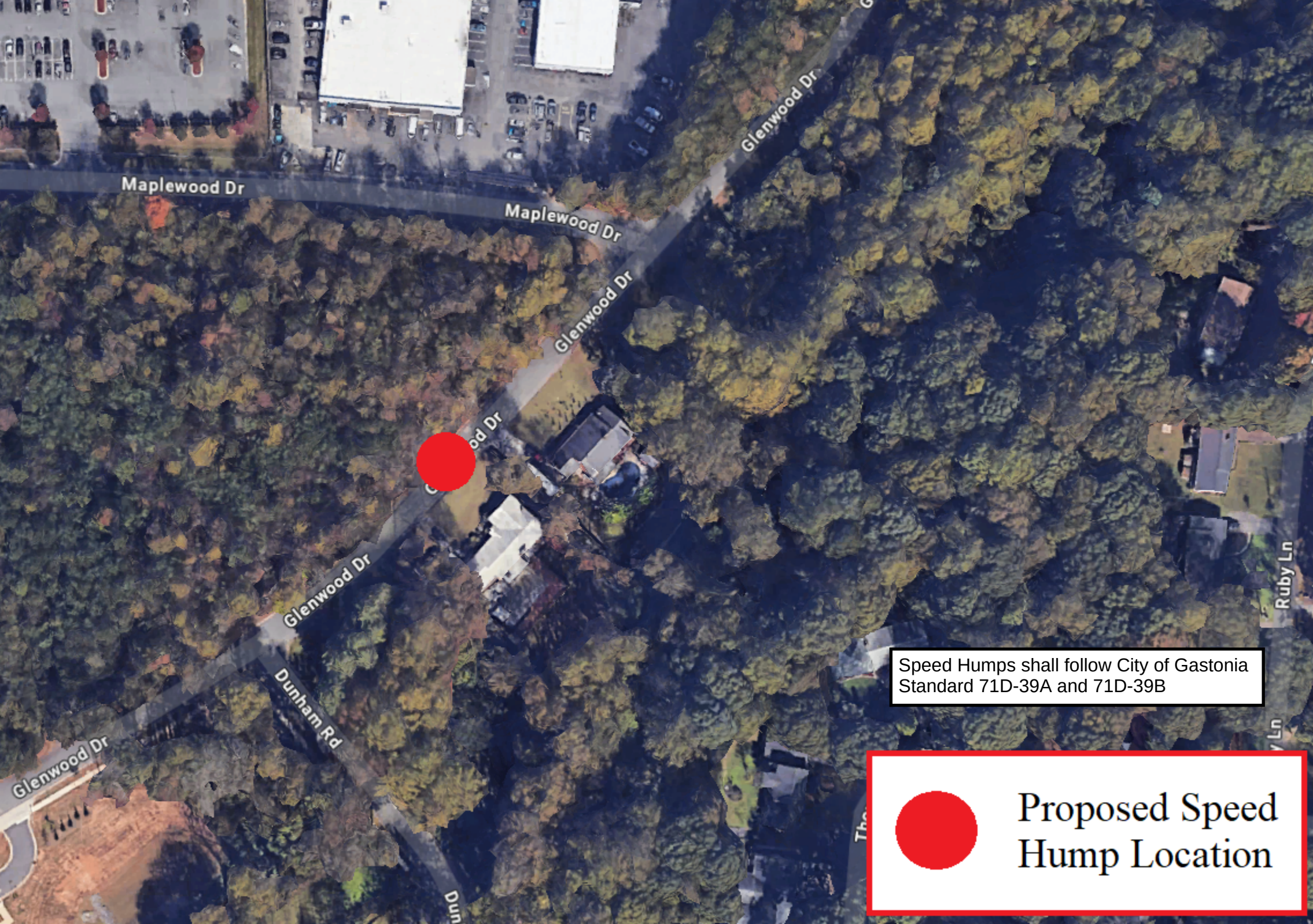


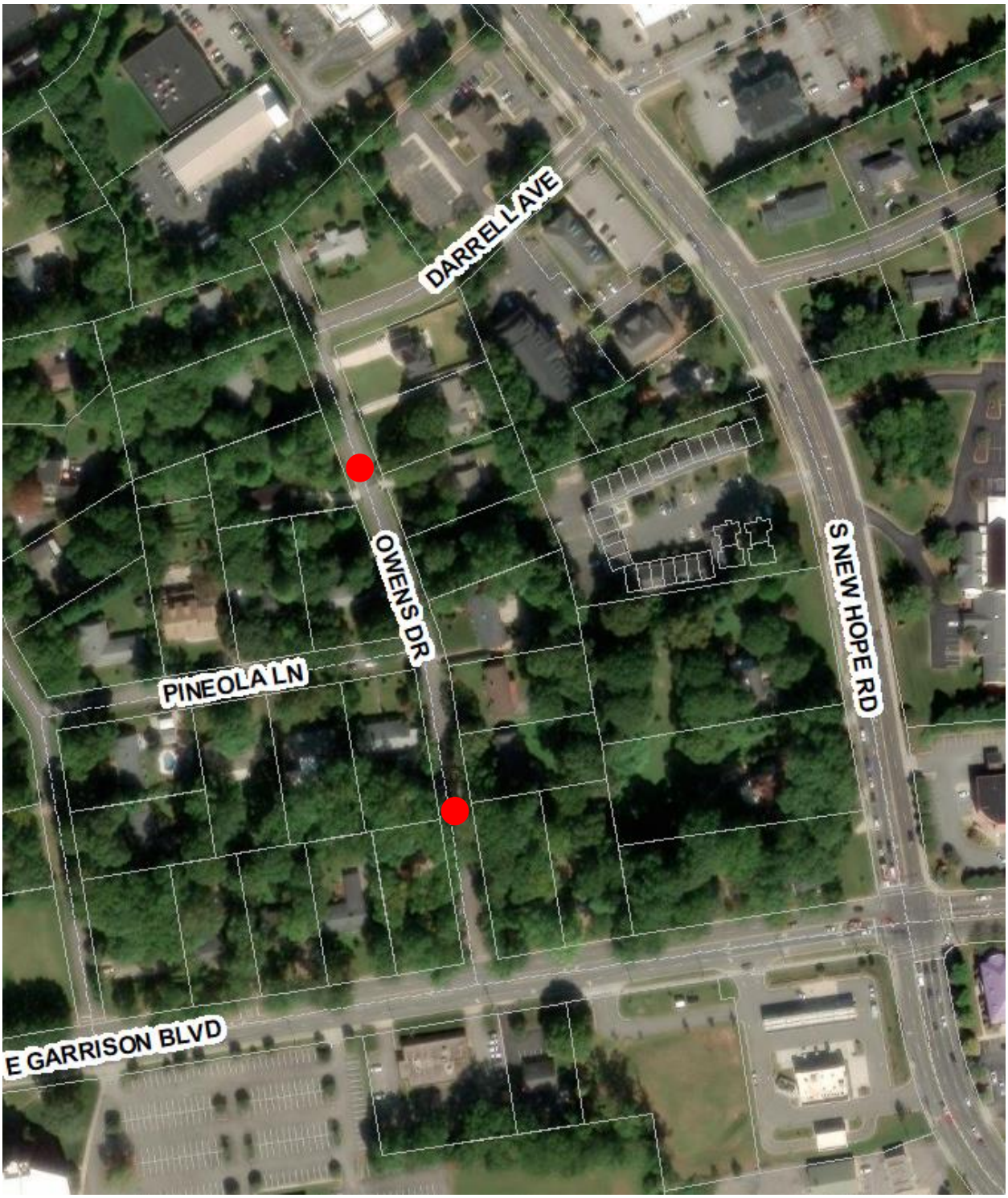
TYPICAL PAVEMENT MARKINGS
NTS



NOTE: WHERE SPEED HUMPS NEED TO BE VISIBLE UNTIL THE PAVEMENT CURES TO ALLOW THE PLACEMENT OF THERMOPLASTIC, WHITE TEMPORARY MARKING PAINT SHALL BE USED AND MAINTAINED UNTIL THERMOPLASTIC MARKINGS ARE PLACED.

REVISED	F.B.	PG.	DATE: 03/08/18	Standard Detail	OFFICE OF THE CITY ENGINEER GASTONIA, N.C.
7/10/24			SCALE: None		
			DRAWN BY: MGB	PARABOLIC ROAD HUMP DIRECTIONAL ARROWS	
			CHECKED BY: GVS, JB		
			CITY ENGINEER: GVS		FILE NO. 71D-40B


Maplewood Dr
Maplewood Dr
Glenwood Dr
Glenwood Dr
Glenwood Dr
Glenwood Dr
Glenwood Dr
Dunham Rd
Ruby Ln
Speed Humps shall follow City of Gastonia Standard 71D-39A and 71D-39B
Proposed Speed Hump Location



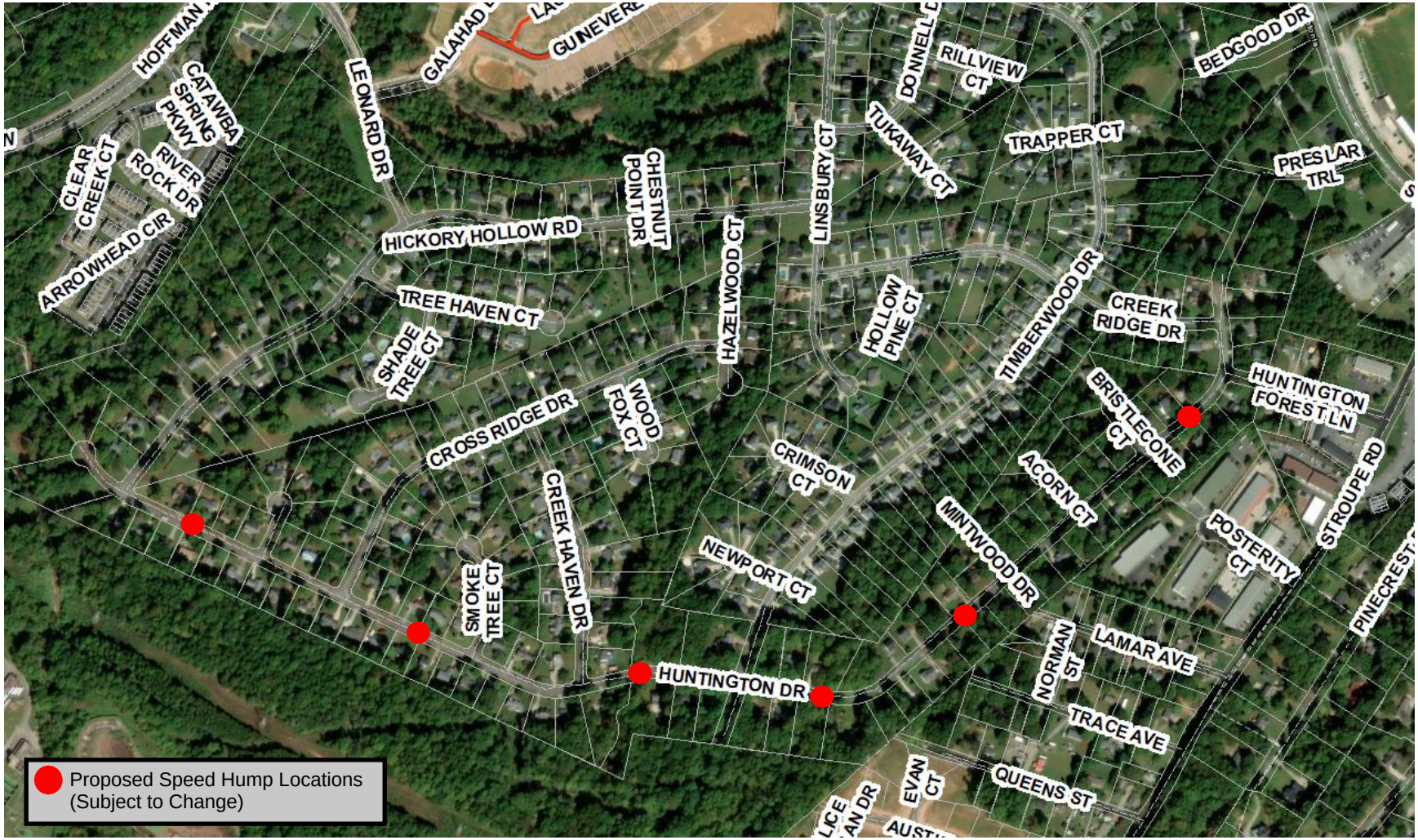
Speed Humps shall follow City of Gastonia Standard 71D-40A and 71D-40B

Proposed Speed Hump Locations (Subject to Change)

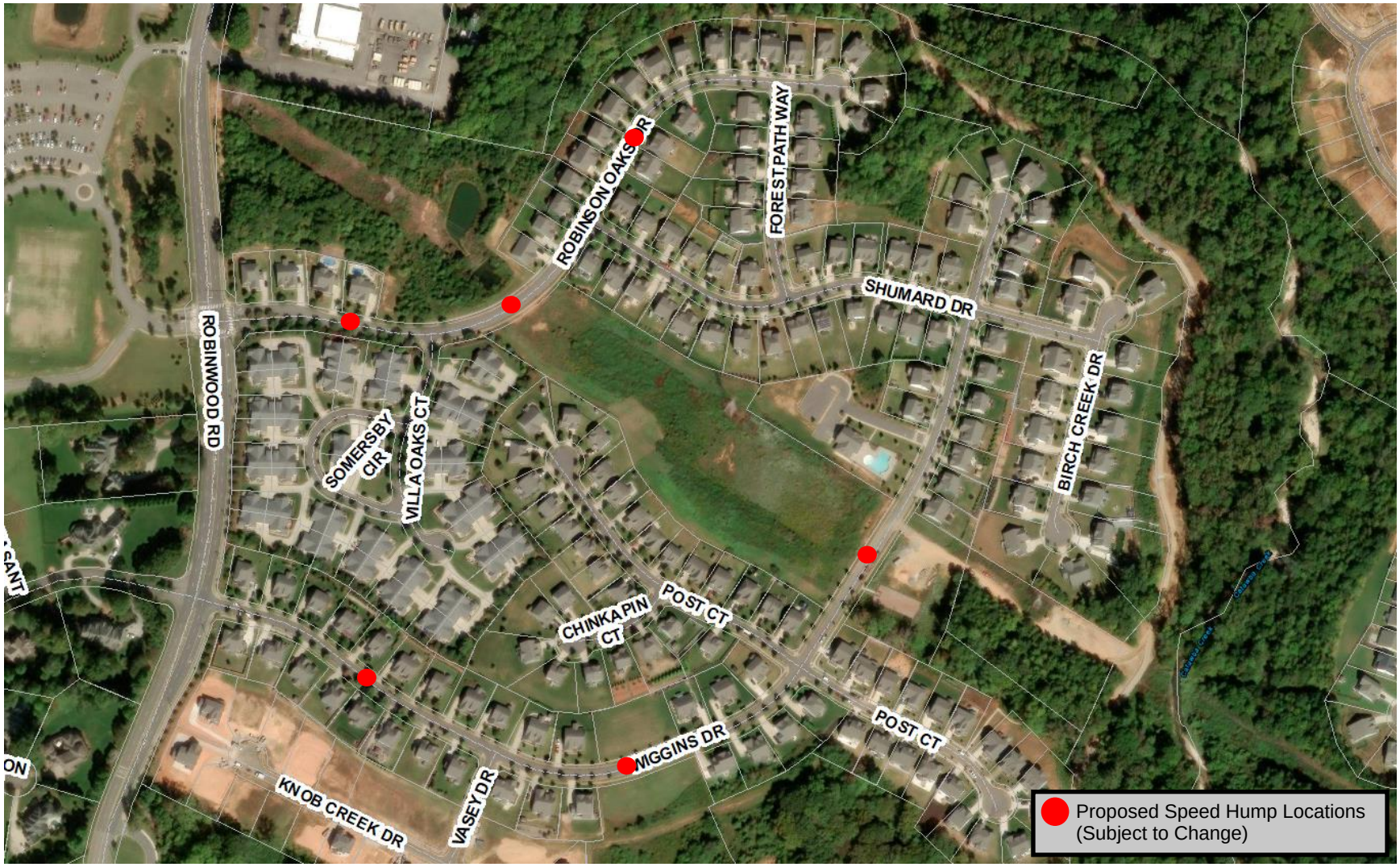


Speed Humps shall follow City of Gastonia Standard 71D-40A and 71D-40B

Proposed Speed Hump Locations (Subject to Change)



Speed Humps shall follow City of Gastonia Standard 71D-40A and 71D-40B



Speed Humps shall follow City of Gastonia Standard 71D-40A and 71D-40B



Speed Humps shall follow City of Gastonia Standard 71D-39A and 71D-39B



Speed Humps shall follow City of Gastonia Standard 71D-40A and 71D-40B

Itemized Proposal

PROPOSAL TO

THE CITY OF GASTONIA, NORTH CAROLINA

FOR

2026 SPEED HUMPS

FULL NAME OF
BIDDER:_____

MAIN BUSINESS ADDRESS:_____

PLACE OF BUSINESS:_____

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the project and the proposed form of Project Drawings and Specifications for the above designated work, all of which are on file in the office of the City Engineer, and all other documents referred to or mentioned in the Bid Documents, the Bid Documents and Specifications, including Addenda No. _____, _____, _____, and _____, issued thereto; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Gastonia, North Carolina in the form of a purchase order, to provide all necessary machinery, tools, apparatus and other means of construction, including utilities and transportation services necessary to do all work, and furnish all the materials and equipment specified or referred to in the Bid Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth. Time being of the essence, the undersigned agrees to furnish required Insurance Certificate immediately upon receipt of notice of award and to do all the things required by the Contract Documents and that he will take in full payment therefore the sums set forth in the following Bidding Schedule. The Bidder agrees to perform all such work at the prices contained in the Proposal and the Contract.

GASTONIA NC

Great Place. Great People. Great Promise.

PROPOSAL

2026 SPEED HUMPS

The undersigned bidder has carefully examined the legal advertisement, the annexed form of the Contract, and the specificatons, and does agree to perform all work as prescribed in the Contract and in the specifications. The bidder agrees to perform all such work at the unit prices as contained in the Proposal and the Contract.

Item No.	Spec. Prov. Sec. No.	Item	Estimated Quantity	Units	Unit Price	Total
Section I						
1	6.00	Flat Top Speed Hump - 26' Width	1.00	EA		
2	6.00	Flat Top Speed Hump - 30' Width	1.00	EA		
3	6.00	Parabolic Speed Hump - 22' Width	3.00	EA		
4	6.00	Parabolic Speed Hump - 24' Width	4.00	EA		
5	6.00	Parabolic Speed Hump - 26' Width	9.00	EA		
6	6.00	Parabolic Speed Hump - 28' Width	5.00	EA		
7	1.02	Contingency	1.00	LS	TBD	TBD
					Total Bid	

SPECIAL NOTICE

Bidders shall bid on all items in each Section and Schedule and on all Sections and Schedules as shown in the Proposal and as specified in the Instructions to Bidders.

The Owner has the right to select any of the Sections, Alternate Sections, or Portions of Sections without any additional compensation to the Contractor.

I. PROPOSAL CONDITIONS

A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items are approximate only, and that payment on a Contract will be made only on the actual quantities of work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and specifications.

C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to provide all insurance, licenses and permit as required by the City of Gastonia within ten (10) days after the date of the award of the Contract, the Owner, at its option, may determine that the bidder has abandoned his Contract and thereupon this Proposal and the acceptance thereof shall be null and void.

II. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

III. STARTING AND COMPLETION

If awarded a contract under this Proposal, the undersigned agrees to start work at the site within ten (10) calendar days as stipulated in the formal Notice to Proceed issued by the Owner. The undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner as follows**: Thirty (30) consecutive calendar days**, from the "Commence Work" date as specified in the formal Notice to Proceed.

IV. PROPOSAL SIGNATURE

Firm or Corporation:_____

By:_____
Signature/Date

Name:_____
Print or Type

(Corporate seal if applicable)

Title:_____
(Owner/Partner/Pres./V.Pres)

VI. STATEMENT OF LICENSE CERTIFICATE

EACH BIDDER SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ has fully complied with all the requirements of the North Carolina Licensing Board for Contractors and, therefore, was issued Certificate No._____ on _____, 20___ by the State Board for Licensing General Contractors.

LICENSE TYPE:_____ **LICENSE LIMIT:_____**

_____
Signature of Authorized Representative

AFFIDAVIT

Each contractor submitting a bid must complete the following:

STATE OF NORTH CAROLINA

COUNTY OF GASTON

Affiant, _____, makes oath he is the (Title)_____ of _____; and that the only parties directly or indirectly interested in this Contract are named herein; and that neither the Mayor, any Councilman, City Manager, Director or any other City Official is directly or indirectly interested in this Contract or the proceeds thereof; and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the City of Gastonia or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this Contract.

_____

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary Public

My commission Expires:_____

E-VERIFY AFFIDAVIT

Each contractor submitting a bid must complete the following:

STATE OF NORTH CAROLINA

COUNTY OF GASTON

Affiant, _____, makes oath he is the (Title)_____

of _____("Contractor"); and that:

(a) The Contractor is in compliance with the requirements of the E-Verify program contained in Article 2 of Chapter 64 of the North Carolina General Statutes, which provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a), and will comply with such requirements during the term of this contract; or

(b) The Contractor has fewer than 25 employees within the State of North Carolina and is not subject to the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes.

_____

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary Public

My commission Expires:_____